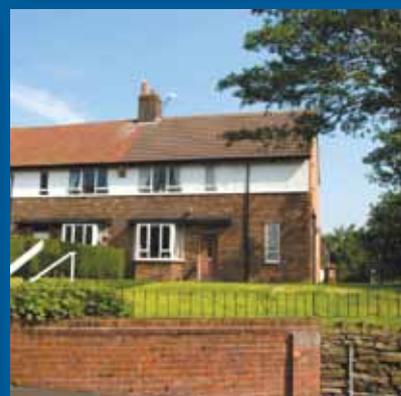


# YOUR HOME



# YOUR CHOICE

**You decide the future of your home**



# Formal Consultation

Rochdale Council's proposal to transfer its homes  
to Rochdale Boroughwide Housing

[www.rochdale.gov.uk](http://www.rochdale.gov.uk)

# WE WANT TO HEAR YOUR VIEWS

**PLEASE RETURN YOUR VIEWS TO US BY FREEPOST, ON-LINE OR BY PHONE (SEE BELOW) BY THE DATE GIVEN AT THE BOTTOM OF THE REPLY CARD WHICH IS IN THIS PACK.**

**PLEASE NOTE THERE ARE SEVERAL WAYS YOU CAN RETURN YOUR COMMENTS:**

**1. POST THE CARD**  
in a post box.

**2. ON-LINE**  
your response by going to the Council's website **www.rochdale.gov.uk** and click on the button.



**3. TELEPHONE**  
your views to the information helpline **0800 916 6669** (free from landline) or **0300 303 8153** (local call rates from a mobile)

**PLEASE SEE THE INSIDE BACK PAGE FOR DETAILS**

এখানে রচডেলের কাউন্সিল হাউজিংয়ের ভবিষ্যত সম্বন্ধে তথ্য জানানো হয়েছে। আপনি যদি এই ডকুমেন্টের বিষয়াদি সম্বন্ধে জানতে চান তাহলে দয়া করে হাউজিং ইকুয়ালিটি টীমকে 01706 273 791 নাম্বারে ফোন করুন।

**Bengali**

Ces informations concernent les futurs logements sociaux à Rochdale. Si vous souhaitez discuter du contenu de ce document, veuillez appeler l'équipe Housing Equality au 01706 273 791.

**French**

这是关于罗奇代尔 (Rochdale) 未来政府公屋的信息。如果您希望谈论本文内容，请拨打住房平等小组 (Housing Equality Team) 电话 01706 273 791。

**Mandarin**

Niniejszy dokument zawiera informacje dotyczące przyszłości kwater komunalnych w mieście Rochdale. W razie potrzeby przedyskutowania tego tekstu, proszę przedzwonić do sekcji Równouprawnienia Mieszkaniowego pod nr. 01706 273 791.

**Polish**

Estas informações referem-se ao futuro da habitação social em Rochdale. Se pretender discutir o conteúdo deste documento, contacte a Housing Equality Team (Equipa para a Igualdade na Habitação) através do número 01706 273 791.

**Portuguese**

یہ معلومات راجڈیل میں کونسل ہاؤسنگ کے مستقبل کے بارے میں ہیں۔ اگر آپ اس دستاویز کے مندرجات کے بارے میں بات چیت کرنا چاہتے ہیں تو براہ مہربانی ہاؤسنگ ایکویٹی ٹیم سے فون نمبر 01706 273 791 پر رابطہ کریں۔

**Urdu**



# Contents

<b>section 1</b>	<b>Summary and how you can comment</b>	<b>Page 5</b>
<b>section 2</b>	<b>Why the Council is proposing transfer</b>	<b>Page 11</b>
<b>section 3</b>	<b>About the transfer and the new Mutual RBH</b>	<b>Page 18</b>
<b>section 4</b>	<b>Your opportunity to get involved</b>	<b>Page 30</b>
<b>section 5</b>	<b>Investing in your home</b>	<b>Page 35</b>
<b>section 6</b>	<b>Maintaining your home</b>	<b>Page 42</b>
<b>section 7</b>	<b>Your rights and responsibilities</b>	<b>Page 46</b>
<b>section 8</b>	<b>Your rent and other charges</b>	<b>Page 53</b>
<b>section 9</b>	<b>Improving your neighbourhood</b>	<b>Page 59</b>
<b>section 10</b>	<b>Improving your services</b>	<b>Page 65</b>
<b>section 11</b>	<b>Strengthening your communities</b>	<b>Page 69</b>
<b>section 12</b>	<b>Meeting everyone's needs</b>	<b>Page 73</b>
<b>section 13</b>	<b>The next steps</b>	<b>Page 78</b>
<b>section 14</b>	<b>Your tenancy agreement</b>	<b>Page 81</b>
<b>section 15</b>	<b>Explanation of terms</b>	<b>Page 109</b>
<b>section 16</b>	<b>Key contacts</b>	<b>Page 115</b>

# Statement from the Rochdale Borough Tenants' Panel



The Rochdale Borough Tenants' Panel is made up of tenant and resident volunteers from across the borough. The Panel was set up in January 2011 to represent the views and interests of tenants borough-wide to work with the Council, Rochdale Boroughwide Housing (RBH) and their teams of expert advisors to negotiate this document for consultation with all tenants of the Council. In our opinion this document represents the strongest possible offer from the Council for securing the future for all council tenants within the borough of Rochdale.

The Panel has been actively involved in negotiating all aspects of the Offer and in putting together the initial vision for the proposed new Mutual RBH. We support the development of a charitable mutual housing organisation based upon the co-operative principles, first developed here in Rochdale, by the Rochdale Pioneers.

In addition we have been told about the current condition of council homes across the borough, their future investment needs, the current position of, and the projections for future housing finance in the borough given the introduction of the Government's new national self-financing system for council housing from April 2012.

We have had full access to all the relevant information and have never had anything we have wished to know denied to us. Furthermore we have met on a very regular basis and have always been provided with the necessary time to consider the various issues. We have worked hard to achieve the best possible future for tenants from this process.

As tenants we've been provided with impartial advice, support and training from PS Consultants, the Independent Tenants Advisor. This has enabled us to have confidence that tenants' priorities are at the forefront of the document which you are being asked to consider.

We are also confident that, if RBH becomes our landlord, tenants' views and influence will be at the heart of its purpose and its decision making processes. Also this is further enhanced through tenants and employees working together as members once RBH becomes a mutual housing organisation after transfer.

Although there have been many previous stock transfers in England, we believe none have given tenants the degree of influence this transfer will deliver.

The transfer can only happen with the support of tenants. Please consider the document carefully and cast your vote in the forthcoming ballot.

**Please Use Your Vote!**

# SECTION 1

## SUMMARY AND HOW YOU CAN COMMENT



### 60 Second Summary

- A quick summary taking you through the highlights of each section of the Offer Document
- An overview of what transfer would mean for your home, your rents, your rights and representation
- How you can comment on the Council's proposal using the free to post reply card which is included in this pack

## Rochdale Offer Document summary and how you can comment

### Section 1: Summary and how you can comment

Rochdale Metropolitan Borough Council is proposing to transfer the ownership of its 13,700 homes to Rochdale Boroughwide Housing (RBH). RBH would convert from an Arms Length Management Organisation (ALMO) into a Registered Provider of social housing, registered with the Tenant Services Authority. This requires a ballot of all affected tenants and this transfer can only go ahead if the majority of tenants who vote are in favour of this change. This document is the formal consultation document on the proposal. It gives tenants details of the Council's proposal and includes information on the promises that would be delivered, if there is a 'yes' vote in the tenants' ballot. It also includes information on what would happen if transfer doesn't proceed, so tenants can make an informed decision about the future of their home. Tenants can tell the Council what they think about the contents of this document, using the free to post reply card included in this pack. The ballot on whether the transfer should happen or not is planned for later this year.

### Section 2: Why the Council is proposing transfer

The proposed transfer seeks to build on the good work carried out since 2002 by RBH, the Council's Arms Length Management

Organisation. The proposed transfer aims to safeguard the future of homes and neighbourhoods whilst giving tenants a real voice in shaping the future of their housing services. The transfer proposal builds on the borough's rich co-operative history and would create something unique. Transfer would enable RBH to become a new type of mutual housing organisation – owned by tenants and employees together.

### Section 3: About the transfer and the new Mutual RBH

Rochdale borough's proposed transfer would be unique nationally. For the first time, it would bring together those that provide services, employees, with those who receive services, tenants. This would be a relationship of equals, with employees and tenants working together as owners, to shape the future for housing, and to work together with the Council and other housing providers on housing services for the borough. This is about much more than bricks and mortar improvements to homes themselves. RBH would build on existing services to develop new initiatives to reduce tenants' fuel bills, provide opportunities for training and jobs and increase access for tenants to financial services and advice. Tenants would be represented through The Representative Body, which would work with the Board of RBH to develop future plans and strategy. It would also monitor delivery of services and provide a link between tenants, staff and the Board.

### Section 4: Your opportunity to get involved

Tenant involvement would be at the heart of RBH. All tenants would be invited to become Members of the new Mutual RBH and to be



involved in decisions about homes, services and neighbourhoods. RBH would build on the range of opportunities it has in place for involvement and look at new ways to encourage engagement. RBH would look to support volunteering as well as social enterprise initiatives, for those wishing to form new social or co-operative enterprises for the benefit of local communities. Membership of the new Mutual RBH would bring with it a set of rewards and opportunities for involvement. RBH would work with tenants to establish the kind of rewards that tenant members would value, in addition to the benefits of voting and taking part in key decisions.

## Section 5: Investing in your home

Transfer would mean homes would be maintained to the Decent Homes Standard through a 30 year investment programme. If there is a 'yes' vote, in the first 5 years RBH would invest £169 million. That would include new double glazed windows, new external doors, new or upgraded kitchens, bathrooms and central heating systems. It would also include disabled adaptations as well as secure fencing and environmental works. Where possible, tenants would be given choices, for example, on colours, design and layout of kitchens, floor finishes and tiles for kitchens and bathrooms and front/rear door styles, designs and colours. A panel of tenants would advise on the specification of materials to be used in contracts and on options for packaging works to maximize local benefits.

## Section 6: Maintaining your home

RBH understands that a good repairs service is the top priority for tenants. One

of the reasons transfer is being proposed is to make sure there are enough resources available to meet the demand for repairs. RBH would aim to improve responsive repairs times and provide more flexible appointments for tenants. It would ensure there are a range of ways to report repairs through a service that is straightforward and one which gets work done promptly and efficiently. RBH would put in place a regular programme of painting to the external elements of homes with minor repairs completed in advance.

## Section 7: Your rights and responsibilities

Tenants' key rights and entitlements would be protected after transfer in a new assured tenancy agreement. Tenants would have a new right to refuse changes to their tenancy agreement, other than in relation to rents and service charges. Tenants who are entitled to buy their home now would still be entitled to buy it after transfer. Discount entitlement would transfer over to RBH and continue to grow to the maximum allowed. Tenants would still be able to pass on their home (succession). Any previous succession with the Council would be disregarded, which means that tenants who received their home on the death of a relative living in the property would be able to pass on their tenancy to a relative living in the property on their death.

## Section 8: Your rent and other charges

Rents would remain the same or very similar to what the Council would charge, if the homes are transferred to RBH. RBH would be subject to Government policy on rents and Tenant Services Authority guidelines.

Transferring tenants would also receive a 5 year rent guarantee (see page 54), to give them added peace of mind about rent levels. The Council would not be able to give this rent guarantee. Rents would not be increased as a result of the improvements included in this document and tenants' entitlement to claim Housing Benefit would not be affected by transfer. Through its Money Matters Team, RBH would continue to provide intensive one to one support to help tenants with arrears.

### Section 9: Improving your neighbourhood

RBH recognises that improvements to neighbourhoods are important to create communities where tenants are proud to live. If transfer goes ahead, RBH would continue its successful environmental improvement programme and would set standards in partnership with tenants. RBH would work with tenants to create a new Neighbourhood Quality Standard to ensure estates are well maintained. It would also seek to ensure that the grounds maintenance operation offers tenants a good quality service. If transfer goes ahead, RBH would have the funds and policies, and people, to deal effectively with nuisance and anti-social behaviour.

### Section 10: Improving your services

RBH would continue to review its standards annually and involve tenants in that process, to provide the best for its customers. RBH would continue to be accessible to its tenants in a range of ways, would monitor the effectiveness and value for money of its services and strive for continued improvement. Complaints would be dealt with quickly, within 10 working days, and

RBH would learn from them. RBH would give support to those tenants who might need assistance to make their tenancy successful and provide help, where needed, through the work of its Money Matters Team. If transfer goes ahead, RBH would look to set up a permanent facility for training as many of its tenants and young people as possible.

### Section 11: Strengthening your communities

RBH recognises that no 'one size fits all' approach would meet the needs of the different communities across the borough. RBH would be committed to a neighbourhood investment approach – to provide the right actions and activities that each community needs to thrive. New affordable homes are also needed across the borough. If transfer goes ahead, the ability of the new Mutual RBH to borrow, together with available grant funding from the Homes and Communities Agency, would be used to deliver these much needed new homes.

### Section 12: Meeting everyone's needs

RBH would be able to invest more in improving services for its tenants, many of which have different needs. Transfer would not only mean that older people's accommodation would be improved and new homes developed but the range of services available to older tenants and their families would be enhanced. It would also encourage older people to engage with IT as a way to remain socially active. Investment in disabled adaptations would be maintained and RBH would seek to reduce the length of time tenants are waiting for them. RBH would also continue to offer an



accessible service to tenants from ethnic minority backgrounds. It would also continue to promote good citizenship amongst children and young people across the borough.

## Section 13: The next steps

The Government requires that the Council sends out a Stage 1 Notice about the transfer proposal. This document is that notice. The Council has to give tenants the opportunity to comment on this document. The free to post reply card in this pack is for tenants to tell the Council what they think about the proposal. The Council will consider any comments it receives by the date on the card. The Council will send out another letter after it has considered tenants' comments. It would tell tenants if there are any significant changes to the proposal as a result of the comments and advise whether the Council has decided to proceed to a ballot. This is called the Stage 2 letter. If the Council decides to hold the ballot – it will be conducted independently from the Council.

## Section 14: Your tenancy agreement

Tenants' key rights and entitlements are covered in the new tenancy agreement that RBH would issue. Unlike now (under the Council) these key rights and entitlements could only be changed with a tenant's individual written consent except rent and service charges. The agreement covers details of rent, RBH's obligations, tenants' obligations, rights and grounds for possession.

## Section 15: Explanation of terms

A plain language guide to terms and phrases relating to the transfer proposal that you may find helpful.

## Section 16 Key contacts

This section has contact details for other organisations that can give tenants more information about the transfer. This includes the Independent Tenants' Advisor, PS Consultants.



## What is this document?

This document sets out the Council's proposal to transfer its homes to RBH, which would only happen if enough tenants vote for it. The document is called an **"Offer Document"** and details what transfer would mean for tenants.

## How was the Offer Document developed?

To develop and then approve for all tenant consultation the content of this Offer Document, the Council, working with RBH, has used the responses to a survey of all tenants in 2011, two tenant conferences and the Rochdale Borough Tenants' Panel. Working on behalf of all tenants, this Panel has helped to develop the details contained in this Offer Document. All consultations have involved the Independent Tenants' Advisors – PS Consultants – who have provided tenants with independent advice.

## How can I comment on this Offer Document?

The Council is committed to an open and detailed consultation process with all its tenants and you have a major role to play in this consultation. The Council will consider any comments tenants make on this transfer proposal. A free to post reply card is provided for you to use.

## How does the reply card work?

With this document you will find a card for you to complete. It is provided so you can make your views known to the Council on what you have read in the document. You can post this for free and your views will be considered by the Council alongside the responses it has received from other tenants.

**REMEMBER to respond by Midday on the date shown on the card.**

## What will be done with the comments received?

The Council will consider any comments from tenants and will decide whether to make any changes to the proposals described in this document. The Council will write to all tenants and tell them about any changes or clarifications it intends to make as a result of tenant comments. The Council will also consider whether or not to go ahead with a ballot of all tenants on the proposal to transfer the ownership of all its council housing to RBH.

Following an independent ballot, the Secretary of State for Communities and Local Government will only agree to the transfer if satisfied that a majority of secure and introductory tenants who voted in the ballot are in favour of the proposal.

# SECTION 2

## WHY THE COUNCIL IS PROPOSING TRANSFER



### 60 Second Summary

- The Council has undertaken in partnership with tenants a thorough review of all the options open to it regarding the future of its 13,700 homes
- It has looked closely at the Government's forthcoming changes for Council housing finance
- The review concluded that the best option for tenants would be to transfer the housing to RBH which would become an independent Registered Provider of social housing
- Within 15 months of transfer RBH would become a mutual organisation owned by its tenants and employees
- Following transfer the Council would continue to work closely with RBH

### This part explains

- Why the Council is asking you to consider this change
- The role of the Council after transfer
- The timetable for the consultation and how the ballot would work

## Why transfer?

The Council is proposing to transfer the ownership of its 13,700 homes to Rochdale Boroughwide Housing (RBH). RBH would convert from an Arms Length Management Organisation (ALMO) into a Registered Provider of social housing registered with the Tenant Services Authority before transfer. Within 15 months of transfer RBH would convert into a new type of mutual housing organisation – owned by tenants and employees. This unique stock transfer proposal has been developed in close consultation with tenants.

The proposed transfer seeks to build on the good work carried out since 2002 by RBH, The Council's Arms Length Management Organisation. RBH was set up to secure Government funding to bring all its homes up to the Government's Decent Homes Standard.

This work was completed in 2006. However the Council then needed to find a long-term plan and funding for how best to maintain and improve the quality of homes, services and neighbourhoods across the borough.

## So what did the Council do?

Between September 2009 and November 2010 an independently chaired Investment and Involvement Commission met to look

at the options for the future of the Council's houses. The Commission was made up of Councillors, tenants and RBH Board members and was chaired by Professor Ian Cole of Sheffield Hallam University, a nationally recognised housing and regeneration expert.

### What the Commission said:

*// a genuine commitment to tenant involvement and representation is essential //*

*// any new landlord must be strongly committed to the locality //*

### The recommendation of the Commission, made in December 2010, was:

*// that Rochdale MBC and its partners pursue transferring the Council's housing stock to a new Mutual organisation, co-owned by tenants and employees. The Commission believes that this is the best way of ensuring the long-term financial sustainability of the housing stock while giving both tenants and employees a stronger sense of ownership in providing a high quality housing service in the future //*

## What happened next?

Following on from the Commission's work the Council considered the wider legal, financial and other considerations associated with the Commission's recommendation and other options available to the Council.

To inform this it carried out a comprehensive survey of the condition of its housing stock. This identified that:

- £169 million needs to be spent over the next 5 years on improving, maintaining and repairing homes



- £685 million needs to be spent over the next 30 years to make sure that all homes receive the future repairs, major works and improvements they need

*\*Prices given are at present day*

The Council then agreed to support the Commission's recommendation. It decided to consult tenants on its proposal and work with RBH to progress it.

## Government changes to Council housing finance

In February 2011 the Government announced its intention to replace the current system of funding for councils that own housing with a new system of finance. This system is called "self-financing" and if it becomes law this autumn, it will be introduced for those councils that still own their houses from 1 April 2012.

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

While the Council would have more resources under the self-financing system than the current system, it would not give Rochdale the overall funding needed to keep the homes to the Decent Homes Standard now and into the future. Also it does not provide the resources when required to meet the standards that tenants are telling us they want to see.

With the self-financing option the Council will keep all its rent but it will have to manage a debt of over £125 million. The Council is concerned that if homes stay with the Council and self-financing is introduced, it simply could not give our tenants anything like the level of investment that the transfer would deliver.

In fact, without stock transfer, homes are likely to become non-decent again within the next five years. If transfer goes ahead and RBH was to become your new landlord, the transfer would make available money at the time it is needed to make sure that homes could be kept at a decent standard for generations to come – something the Council cannot guarantee.

**The Council believes transfer to RBH is the best way forward but it would be for the tenants to decide what they want to see for the future.**

## What would stock transfer mean for tenants?

The proposed transfer aims to safeguard the future of homes and neighbourhoods whilst giving tenants a real voice in shaping the future of their housing services. Building on the borough's rich co-operative legacy and creating something unique, transfer would enable RBH to become a new type of mutual housing organisation – owned together by tenants and employees.

## Compare the difference for yourself

The table below sets out the projected differences if the homes transfer to RBH or if the homes stay with the Council.

	'Yes' to transfer to RBH	'No' to transfer – Stay with the Council
<b>Total investment – Years 1-5</b>	<ul style="list-style-type: none"> <li>• £169 million</li> <li>• Decent Homes maintained</li> </ul>	<ul style="list-style-type: none"> <li>• £121 million available</li> <li>• Not enough money to keep properties at current standards</li> </ul>
<b>Repairs</b>	<ul style="list-style-type: none"> <li>• Improvements to response times</li> <li>• More flexible appointments for repairs</li> </ul>	<ul style="list-style-type: none"> <li>• Smaller budget</li> <li>• Risk of a backlog for less urgent repairs</li> </ul>
<b>Improving your neighbourhood</b>	<ul style="list-style-type: none"> <li>• Continued investment in environmental improvements</li> <li>• Improved Community Caretaking service</li> <li>• Improvements to how anti-social behaviour is dealt with</li> </ul>	<ul style="list-style-type: none"> <li>• Reduced investment in neighbourhoods and caretaking</li> </ul>
<b>Improving your services</b>	<ul style="list-style-type: none"> <li>• New freephone number for reporting repairs</li> <li>• Money Matters Team developed to offer more support for tenants</li> <li>• More apprenticeships and traineeships for local people</li> <li>• Work with the Council to introduce the 'CIRCLE' model – to support older people to live independently in the community and to improve their quality of life</li> </ul>	<ul style="list-style-type: none"> <li>• No funding for service improvements</li> <li>• Some existing services would need to be scaled back or withdrawn</li> </ul>



	<b>'Yes' to transfer to RBH</b>	<b>'No' to transfer – Stay with the Council</b>
<b>Strengthening your communities</b>	<ul style="list-style-type: none"> <li>• Neighbourhood investment plans for each area</li> <li>• Continued regeneration in priority areas</li> <li>• New homes built</li> </ul>	<ul style="list-style-type: none"> <li>• Reduced funding available</li> <li>• Unlikely that these improvements could go ahead if your home remains with the Council</li> </ul>
<b>Opportunities to get involved</b>	<ul style="list-style-type: none"> <li>• All tenants can become a member</li> <li>• Everyone can be involved in shaping services</li> <li>• Junior membership scheme for under 18's</li> <li>• Support to encourage volunteering and social enterprise</li> </ul>	<ul style="list-style-type: none"> <li>• Resources not available to provide additional opportunities to get involved</li> </ul>
<b>Rents</b>	<ul style="list-style-type: none"> <li>• Rents subject to Government rules</li> <li>• 5 year rent guarantee (see page 54) for transferring tenants</li> </ul>	<ul style="list-style-type: none"> <li>• Rents set in line with Government rules</li> <li>• No rent guarantee possible</li> </ul>
<b>Tenancy agreement</b>	<ul style="list-style-type: none"> <li>• A new tenancy agreement with your key rights protected</li> <li>• New rights for tenants: <ul style="list-style-type: none"> <li>– right to refuse changes to your tenancy (other than for rents and other charges) would be introduced</li> <li>– additional right to succession</li> <li>– right to acquire</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Existing tenancy agreement would remain</li> </ul>



### How will the Council work with RBH after transfer?

If the transfer goes ahead, the Council would no longer be your landlord but would remain the strategic housing authority and would continue to work in close partnership with RBH.

The Council would monitor the promises made to tenants in this document to ensure that they are kept.

You would still be able to ask Councillors to act on your behalf if you have problems with your housing just as you can now.

In addition the Council would have an ongoing role in how RBH is governed. (see Section 3 for more details).

### What would happen if there was a "no" vote?

If there is a "no" vote the Council would then need to consider two remaining options of:-

- reversion to Council management under self-financing
- continuation of ALMO management under self-financing

However under the Government's new self-financing scheme the Council would not have the same level of resources at the time it needs them as RBH would were transfer to proceed. If the homes stay with the Council it would not be possible to maintain your homes to the current standard and an increasing number would start to fail the Government's Decent Homes Standard. A further ballot of all tenants' would be needed if the Council intended to close down RBH and take the service back in-house.

### Transfer Facts

- The Council believes transfer is the best way forward for tenants
- Transfer will not go ahead unless tenants vote for it



## Consultation and how the ballot will work

### What is the timetable for consultation?

The current plans are that by the end of December 2011 the following would have been completed:

**Autumn 2011:** This is the period of formal consultation on this Offer Document (called Stage 1). Staff will take every opportunity to meet you to discuss the proposal. There will be home visits by staff, and a short DVD produced by the Council.

**Autumn 2011:** The Council will consider tenants' comments on the transfer proposal.

The Council will then 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.

**Autumn 2011:** If the Council decides to go ahead you will be sent a letter called the Stage 2 letter. This letter will describe what significant changes, if any, have been made to this proposal following the responses received at Stage 1 and whether the Council has decided to proceed to the ballot. It will also explain your right to make representations to the Secretary of State.

#### **In November/December 2011:**

A confidential ballot would be organised by an independent organisation, Electoral Reform Ballot Services. Every secure and introductory tenant would have a vote. This means that joint tenants would each have a

separate vote. Please note it will be a secret ballot. Neither the Council nor RBH would know which way you have voted.

After the ballot the Council will inform all tenants of the ballot result and whether it is to proceed with the transfer. This can ONLY happen if there is a majority of tenants who have voted in favour of the transfer. Should that be the situation then information will be provided on how tenants could make further representations to the Secretary of State for Communities and Local Government.

### How the vote would work?

The Council will only be able to carry on with the transfer if the majority of secure and introductory tenants who vote, vote 'yes' to this proposal.

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

A copy of this document with a special letter addressing their issues of concern is being sent to leaseholders.

**Tenants can get free, impartial advice about transfer from their Independent Tenants' Advisor, PS Consultants.**

**You can contact PS Consultants with any questions you may have about the transfer proposal on:**

freephone:

**0800 0192 262**

e-mail:

**[enquiries@psconsultants.org.uk](mailto:enquiries@psconsultants.org.uk)**

# SECTION 3

## ABOUT THE TRANSFER AND THE NEW MUTUAL RBH



### 60 Second Summary

- The transfer aims to build on the good work carried out by RBH since 2002, in order to preserve and develop current services
- If a transfer goes ahead, RBH would become an independent registered provider of social housing
- Within 15 months of transfer the membership base would be developed and a new Mutual RBH would be established
- The new Mutual RBH would be owned by tenants and employees, as its members
- Elected tenant and employee representatives would have a key role in the new Mutual's decision making



The proposed transfer of the Council's housing stock to RBH would be unique. At its heart is a ground-breaking proposal to create a new Mutual RBH, within 15 months of transfer.

The new Mutual RBH would be based on the longstanding principles of co-operation and mutuality, originally created in the borough by the Rochdale Pioneers.

## What's different about the Rochdale approach?

Rochdale's proposed stock transfer would be unique nationally. For the first time it would bring together those that provide services, employees, with those who receive services, tenants, as owners of a new type of Registered Provider of social housing. Under these plans RBH would change into a Mutual organisation – owned by tenants and employees. This would be a relationship of equals, with employees and tenants working together as owners to shape the future for this housing and to work together with the Council and other housing providers on housing services for the borough.

### Transfer Facts

- RBH has raised the quality of its performance and services significantly
- Transfer presents the opportunity to raise standards further

This vision draws heavily on the borough's unique historical role as the birthplace of the co-operative movement. The original principles of co-operation developed in Rochdale would be put to use in the 21st century to shape services that would improve the quality of life for people right across the borough.

## Pioneering a new way of working

This vision is about much more than bricks and mortar improvements to homes themselves. Of course spending money on new windows, doors, kitchens and bathrooms is essential but it would be equally important to find new ways of working to help local communities face up to modern day challenges such as increasing energy bills, the impact of climate change and the need to gain new skills to access employment and training. This would only be done effectively if employees and tenants work ever closer together to explore, identify and test out new solutions.

## What has been achieved since 2002?

The proposed transfer aims to build on the very solid foundations laid by the Council and RBH.

Since it was set up in 2002 RBH has transformed the quality of services provided.

The table below sets out performance in key service areas and how they have improved since 2001/2.

RBH's Performance Indicators over the last 9 years	2001/02	2010/11
Rent collected	96.8%	97.8%
Average time to relet empty properties	39 days	25 days
Energy efficiency level of homes	48	73
Tenant satisfaction – overall	74%	85%
Tenant satisfaction – with opportunities to participate	48%	55%
Tenant satisfaction – with neighbourhood	73%	76%
Average time to complete non-urgent repairs	18 days	9.7 days
Repairs appointments made and kept	38.5%	97.4%
Rent loss from empty properties	2.24%	0.81%
Nos. of properties reaching the Decent Homes Standard	33.9%	98.9%

It is vital that we continue to improve services further and the proposed transfer and new ways of working are all about ensuring that this is the case.

Since 2006 RBH has also introduced a range of new services and initiatives and had broadened its role beyond core services to address wider issues in neighbourhoods. These include:

**Community Kids** – This is RBH's award winning programme of citizenship lessons for year 5 and 6 pupils at primary schools across the borough. Developed in partnership with teachers over 700 pupils and 26 schools have so far benefited. The scheme involves a variety of front line employees volunteering to deliver sessions.

**Creating Great Neighbourhoods** – This is RBH's estate based environmental improvements programme which since

2007 has delivered improvements to estates right across the borough. Major schemes have been delivered on 11 estates and there have been 370 smaller targeted quick win projects. Tenants are at the heart of the programme at a strategic and implementation level with the RBH Area Panels holding the budget for the Quick Wins.

**The RBH Green Team** – The Green Team initiative is designed to give young unemployed people the opportunity to develop their environmental skills. It is a year long training scheme developed in partnership with Groundwork Oldham and Rochdale. 16 young people at any one time are engaged on the scheme.

**Building new homes through Brighter Horizons** – Brighter Horizons is RBH's charitable subsidiary designed to



increase the supply and quality of affordable housing in the borough. Brighter Horizons first homes were completed in 2010, the first new build additions to the Council's stock since 1986. Brighter Horizons now has 36 additional homes managed by RBH with a further 36 under construction.

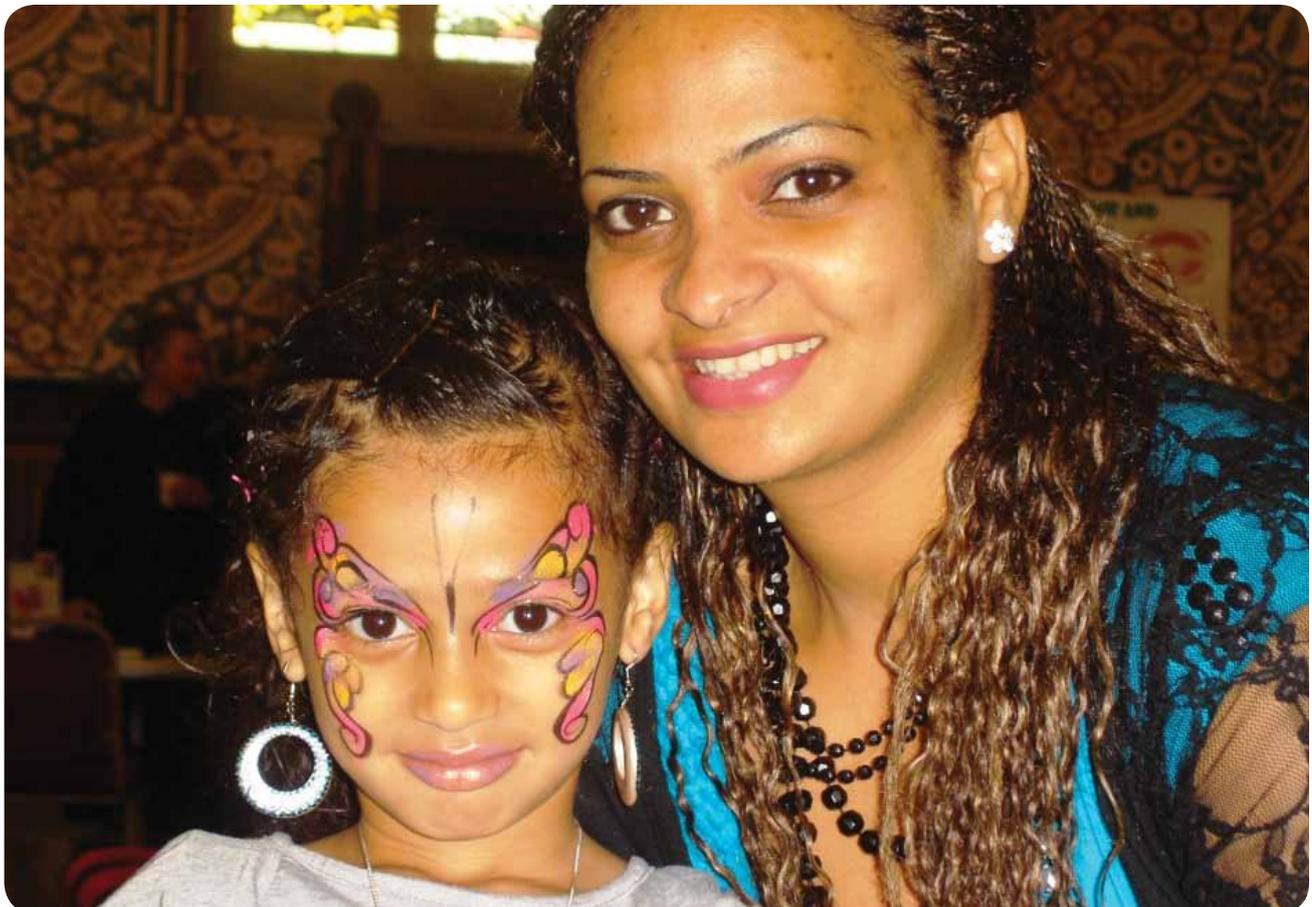
**Money Matters** – This team was set up in 2009 to provide financial and welfare benefit advice to RBH tenants across the borough. Since then the team has helped RBH tenants secure over £160,000 worth of extra benefits. Their work has also helped prevent tenants who were struggling to meet their rent payments from being evicted. The team has also helped prepare new tenants for the challenges around managing their tenancy.

The proposed transfer and new ways of working aim to further build on this vital work.

## What would the new Mutual RBH do?

The new Mutual RBH would continue to focus on delivering excellent services and building stronger communities. It would work very closely with the Council to invest in and regenerate the areas in which you live and to build new homes to meet local housing need.

RBH would not just focus on housing issues. It would build on existing services to develop new initiatives to reduce tenants' fuel bills, provide tenants with opportunities to access training and jobs, increase access for tenants to financial services and advice, and provide additional support for older people to live happily and independently in local communities.



### How would RBH change because of the transfer?

If tenants vote 'yes' in the ballot RBH would have to change from being an Arms Length Management Organisation controlled by the Council to being a new independent social landlord registered with, and regulated by, the Tenant Services Authority (which will soon form part of the Government's Homes and Communities Agency).

RBH is currently a not-for-profit Company Limited by Guarantee but it would convert to a charitable Industrial and Provident Society before the transfer takes place. As an Industrial and Provident Society, RBH would be set up to run for the benefit of the community and, as now, it would be a not-for-profit organisation, which means that any surpluses have to be put back into its housing and in providing services to tenants.

**Under these proposals RBH would continue to manage the homes currently owned by the Council but the difference is that RBH would also own them and become your landlord instead of the Council.**

RBH would be registered with charitable rules. One of the advantages of charitable status is that charities have certain tax advantages that are not available to non-charitable companies which allows them to make best use of their income for the benefit of those persons they are assisting.

In order to qualify as a charity, RBH would have to demonstrate it would allocate housing to people who qualified for charitable help. Examples of people who would qualify are:

- People in housing need because they cannot afford to rent or buy housing in the private sector;

- Older People; and
- People with a disability or long term health need.

Charitable status would not affect the housing services that RBH currently provides or the works and services which are offered in this document if transfer goes ahead.

### How would RBH be managed?

To begin with, RBH would be run, as now, by a voluntary Board of management made up of 13 members: 6 tenants, 3 independents and 4 nominees of Rochdale Council. The Independent Board members were chosen by the Council and Tenant Board members for their skills, knowledge and experience. This followed an open recruitment and interview process. They are not connected with the Council. The Tenant Board members were elected by tenants.

**The way RBH would be managed once it becomes a Mutual is explained on page 26 below.**

These Board members would continue to serve on a voluntary basis as now. They would not receive payment except for reasonable out-of-pocket expenses.

### Who are the current Board members?

#### Tenant Board members

##### Louise Brazier



Louise has a wide range of knowledge of RBH, council tenants and communities having been involved in a Tenants and



Residents Association for 15 years listening to and speaking for the tenants.

She has also been a detached youth worker working on the streets with hard to reach young people and families that wouldn't engage with agencies.

### **Peter Brierley**



The tenants of the Pennines area elected Peter to the Board in 2008.

Prior to that he was an active member of the RBH Pennine Area Board and, subsequently, a member of the Area Panel.

Peter is an experienced member of Smallbridge Tenants and Residents Association, and a past Director of the Rochdale Federation of Tenants and Residents Associations (RoFTRA). He continues to serve as a Director of Rochdale Law Centre.

Peter has served as a tenant member of the Performance Management Committee of RBH from 2006, and, following election to the Board, later served as Chair of the Committee.

### **Tim Byrne**



Tim has extensive Board member experience and has, at various times since his appointment in 2008, sat on all committees.

Formally a member of the Tenants Federation, Tim was a member of the Investment and Involvement Commission and the Governance 'Board Excellence' project.

He has been involved in RoFTRA, as both Chair and Treasurer and was a member of Vision for Kirkholt Steering Group (Housing Market Renewal) for 5 years.

Tim has represented RBH locally and nationally, including attendance at the All Party Parliamentary Group for the past three years.

### **Pat Hull**



Pat has experience of holding office in a number of groups, ie Red Cross, Crown Green Bowling (Secretary and Chair) and, latterly, her local Tenant and Resident Association.

In addition she also holds office in People Supporting People, management development and older persons' committee.

She was appointed to the Board in 2010 having been successful in the ballot held for tenants across the borough.

### **Jane Taylor**



Jane became a tenant Board member in September 2010.

She has worked in Local Government for over ten years in various departments including Strategic Housing, Adult Care and Performance. She brings her skills and experience of supported housing, line management, customer service, performance monitoring, and executive support to her role as Board member.

### **Phil Renshaw**



Philomena has extensive Board member and community volunteering experience. First appointed to the RBH Board in 2003 and is Chair of the Audit Committee. In addition, since September 2008 she has held the position of Vice Chair on the Main Board. Philomena is also a Trustee of Brighter Horizons, RBH's charitable

subsidiary which is responsible for the building of new homes in the borough and has been an active member of her local Tenants and Residents Association. Outside of RBH she was a Founder member of Freehold Tenants Association, Adventure Playground and Youth Club and a member of the original Management Committee at Stepping Stones Homeless Hostel and has been a member of Kirkholt Credit Union and a Trustee of Street Cred.

### Independent Board members

#### Noel Chambers (Chair of the Board)



Noel has wide experience in social housing. For over twenty years he has worked for Housing Associations, Stock Transfer Associations, Arms Length Management Organisations and Local Authorities in the North of England. His main experience lies in stock investment, maintenance and regeneration. Noel joined the RBH Board in March 2009 and was appointed Chair in 2010.

#### Ian Harlow



Ian's background is in banking and finance – specialising in lending to small business and the property sector. Outside of RBH Ian is the Deputy Chairman of a medium sized North West charity, a secondary school Governor and a trustee of a local brass band.

He has been an independent member of the RBH Board since 2005, serves on the Audit Committee and is Chair of the HR, Governance and Remuneration Committee.

#### Mark Thompson



Mark is currently a Chief Officer at Calderdale Council where he has responsibility for strategic housing. Mark has worked for Local Authorities across the North of England and also had 6 years experience as Chair of a leading North West housing association. Mark specialises in regeneration work, capital project delivery and major change programmes. Mark has a particular interest in specialist housing and has pioneered both extra care housing for older people, as well as accommodation combining a home and employment opportunities for young people. Mark is a Rochdale resident, a former Rochdale school Governor and active in local voluntary groups.

### Council Board members

#### Sultan Ali



Sultan was first elected as a Local Ward Councillor in 1996 and since that time has served on several different committees including being on the Housing committee for a number of years. This provided him with an insight into corporate management of housing stock in the widest sense of the word. He has had dealings with housing staff over a number of years and contact from council tenants as well as private sector regarding housing issues. Attendance at area forums and other groups has provided him with experience of a variety of property related matters including tenancy availability, repairs, access and neighbourhood nuisance.



## Jim Gartside



Jim has been a borough Councillor for 25 years. Jim has a BA degree in Business Studies, majoring in Accountancy, and is a Licentiate of the Textile Institute and a member of the Chartered Management Institute. In May he became Deputy Mayor of the borough. Jim currently sits on the Operations Committee. Amongst his many other activities he is a school Governor and is president of the local branch of Parkinsons.

## Barbara Todd



Barbara was elected to serve as a Councillor for Rochdale borough in 1998. She has extensive housing and regeneration experience, being a director of Housing Market Renewal, Chair of her local Tenants and Residents Association and formerly Vice Chair of RoFTRA. In addition Barbara undertakes voluntary work for both the Rochdale Probation Service and at St Gabriel's Court (a Sheltered Housing scheme in Rochdale).

## Shah Wazir



Shah has been a Local Ward Councillor since 1999 and brings over 10 years of active involvement in local politics. He has been the Portfolio Holder for Regeneration with vast experience of town centre regeneration. He served on the Greater Manchester Passenger Transport Authority for 2 years as well as being a member of the Greater Manchester Chamber with links to local businesses. His whole career has been in further education and he is currently a lecturer at Hopwood Hall College, Rochdale. He has served as a school Governor and is actively involved in his local community.

## Co-opted independent Board member

### Lee Sugden



Having worked in senior finance positions in Housing for the last 15 years, Lee is currently Director of Resources at Wakefield and District Housing (WDH) responsible for Finance, ICT, Planning and Performance functions. WDH was the largest ever single housing stock transfer in England, with transfer completed in 2005. Lee led the transfer process prior to his current role, negotiating the finance loan facility; transfer agreement and business plan to facilitate transfer. Lee is a fellow of the Chartered Institute of Management Accountants and a corporate member of the Chartered Institute of Housing.

## How RBH will become a Mutual

Within a maximum of 15 months following the proposed transfer, RBH would change to become a Mutual organisation as recommended by the Investment and Involvement Commission. It would still be a not-for-profit independent social landlord registered with, and regulated by, the Tenant Services Authority.

This means that RBH would involve both tenants and employees in decision-making, working together to improve services and make things happen for your homes and communities.

The reason why RBH would not change to become a Mutual at the point of transfer is because the Council and RBH want tenants and RBH employees to have the opportunity to have their say on the detail of how the Mutual should be set up, to become members and to elect their representatives to serve on the Representative Body.

## How tenants would be represented under the Mutual model

### The Representative Body

Under the new Mutual RBH, an elected group for the community, called the Representative Body, would be set up. The Representative Body would work with the Board to develop future plans and strategy for RBH; it would monitor delivery of services and provide a link between tenants, staff and the Board.

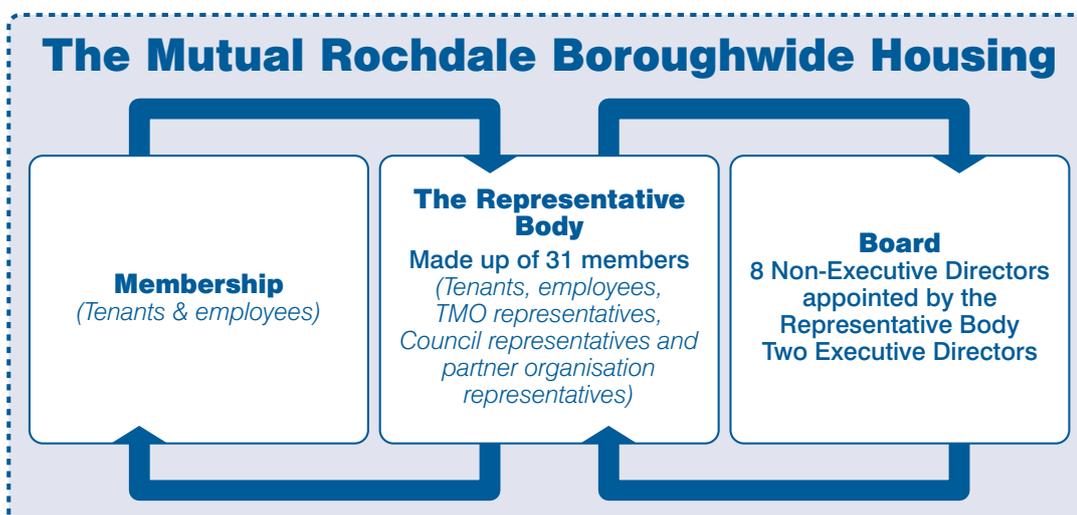
At first, the Representative Body would be made up of 15 elected tenants, plus one tenant from each of the 3 TMOs, 8 elected employees, 2 representatives of the Council and 3 representatives from external organisations chosen by the other people on the Representative Body. After the 5th anniversary after transfer, the Council would have 2 further places. Part of the Representative Body's role would be to appoint and remove "non-executive" Board members and approving the appointment of RBH's chief executive officer as an "executive" Board member (see below). This power gives the Representative Body (with its majority of tenants) real teeth – and

ensures that the Representative Body's voice is heard – particularly in relation to shaping future services. The Representative Body's role would also be to feed into planning future strategy and services, communicating with members – both staff and tenants – and receiving RBH's annual report and accounts.

### Who can become a member of the Mutual RBH?

Only RBH tenants and employees would be able to become members of the Mutual RBH (for details see 'Membership of the Mutual RBH' on page 28). Each tenant and employee member would have full voting membership.

Members would have a number of rights. The most important of these is the right of tenants and employee members to elect their representatives to the Representative Body. Members would also be able to attend and vote at general meetings and vote on changes to the new Mutual RBH's constitution (for details see 'Membership of the Mutual RBH' on page 28).



**This new arrangement for governing RBH will come into effect within 15 months of the transfer when RBH transforms into the Mutual**



## How would the Mutual be run?

The new Mutual RBH would be run by a Board of management of 10 members (which would replace the current Board of management). The Board would have 8 'non-executive' directors (people who are not executives of RBH) and 2 RBH executive directors.

The Council wishes to support the new Mutual RBH in the early years and so until the 5th anniversary of the transfer it would nominate 2 non-executive directors, to be appointed onto the Board by the Representative Body – selecting its directors for the skills and experiences needed by RBH. After that, the Council would no longer nominate persons for these director places and they would all be filled directly by the Representative Body. At this time 2 extra places for the Council would be created on the Representative Body so that the Council could continue its support for the new Mutual RBH.

The Representative Body would solely be responsible for appointing the remaining 6 non-executive directors – people who must bring appropriate skills and experiences to the Board, such as financial and commercial skills but also people with a knowledge of the wider social issues in the borough. Tenant members would be considered for selection for all these places – and would be offered training and support to help make this happen.

In the same way as for the current Board of RBH, the non-executive Board members of the new Mutual RBH would not receive payment except for reasonable out-of-pocket expenses. As at present and in line with best practice, the Board would need to review this position from time-to-time. The executive Board members would not receive

any payment that is not related to their employment role with the new Mutual RBH.

All Board members would have the same voting rights on the Board as each other and have a duty to act in the best interests of the new Mutual RBH.

## How long do Board members stay in office?

If transfer goes ahead then within 15 months RBH would become a Mutual organisation and all the Board member positions would be filled by the Representative Body in the way explained above. The detailed constitution for RBH as a Mutual will be discussed with tenants, employees and the Council in due course. It will set out the terms of office for Board members and other matters and in developing proposals would have regard to best practice. It would still be a not-for-profit independent social landlord registered with, and regulated by the Tenant Services Authority and would need to satisfy the requirements of funders.





### Membership of the new Mutual RBH

Members would have the following legal responsibilities:

- To receive the Board's report on RBH's performance over the previous year
- To receive the audited accounts and auditor's report on them
- To appoint the auditor for the next year
- To approve any changes to RBH's constitution

Every member would have a vote on these matters.

All tenants could apply to be a member of the new Mutual RBH. So too could tenants' spouses or partners and other family members 18 [or over] living in the same property.

Every employee would also have the right to apply to be a member of the new Mutual RBH.

As well as the above responsibilities, tenant and employee members would have the right to elect their representatives on to the Representative Body.

### What would happen to RBH employees if transfer goes ahead?

After transfer, the same employees currently employed by RBH would continue to provide the housing service on a day-to-day basis. Their terms and conditions would not be affected by RBH becoming a Mutual but they would gain the right to become a member of the new Mutual RBH, as described above.

This includes those employees who deal with the management and maintenance of homes, such as housing officers, repairs operatives and caretakers as well as other current employees of RBH. This means that if transfer goes ahead tenants would continue to deal with people they know.

### Transfer Facts

- All tenants will be able to become members of the new Mutual RBH
- RBH will be community owned and services will be shaped by tenants and employees working together



## Statement from the Chair and Vice Chair of RBH

The existing RBH Board is proud of both the quality of service provided by RBH and the investment in homes and communities that RBH has delivered over the past 9 years.

We are not complacent however. We know that we need to develop our services to better meet your requirements and to make them more efficient. We know that we need to do more to meet local housing need.

We know that we need to invest not just in physical improvements to homes and estates but also in services that assist tenants into work, reduce fuel bills, support older and vulnerable tenants and improve access to financial services and advice.

To do this we would need to find new and creative ways of working and to work better and smarter with the Council and a range of other partners. More importantly though we would need the input of tenants and our front line employees in shaping our services for the future – making better use of the knowledge of those who receive our services and those who deliver them on the ground

by increasing scrutiny at all levels. That is why we are absolutely committed to this transfer proposal and the creation of the new Mutual RBH, robustly governed but genuinely community owned and with services shaped by tenants and employees together.

As set out earlier in this section the role of the existing RBH Board would be to oversee a successful transfer, providing tenants vote in favour, and to make sure that from Day 1 RBH starts to deliver on the transfer promises to tenants. It would also be to ensure that there is a smooth handover to the Representative Body and Board of the new Mutual RBH.

On behalf of the existing RBH Board we recommend the transfer proposals to you but the decision whether the transfer can go ahead is for you to make so please use your vote when the time comes.

**Noel Chambers – Chair**  
**Philomena Renshaw – Vice Chair**



# SECTION 4

## YOUR OPPORTUNITY TO GET INVOLVED



### 60 Second Summary

- All tenants would be invited to become members of the new Mutual RBH and to be involved in decisions about homes, services and neighbourhoods
- RBH would work with tenants to increase the range of involvement opportunities and to develop a more local, community based approach to involvement
- A flexible approach to involvement would mean new ways of getting involved with a 'menu' of different types of activities and different time commitments including volunteering opportunities to support communities
- Tenants would still have a key role in providing formal scrutiny of RBH service delivery
- A junior membership scheme would be set up to get under 18s, the tenants of the future, involved in the new mutual RBH
- RBH would look to support social enterprise for the benefit of local communities
- RBH is committed to continuing to support the three existing Tenant Managed Organisations



## Mutual membership = ownership and decision making

All tenants would be invited to become members and RBH would work to have a member led structure in place within 15 months of transfer. The new Mutual RBH would seek to recruit the widest possible membership base and would resource activities to support member involvement.

Only tenants and employees would be able to become members of the new Mutual RBH, which would be owned by the membership. From the outset members would be involved in decisions about homes, services and neighbourhoods. When the new structure is in place members would have formal ownership of the organisation and be able to vote on key decisions. All members will be invited to attend at the Annual General Meeting and to receive official reports on the financial position and performance of the new Mutual RBH.

### Transfer Facts

- RBH will provide a wide range of ways for tenants to be involved
- RBH would look to develop a more local, community based involvement with volunteering and opportunities for young persons

## RBH would widen opportunities for involvement

RBH currently has a range of opportunities for involvement through Tenants and Residents Associations, a range of tenant panels and its consultation club RBH Involve. However, it knows that it needs to find new ways to support involvement and ensure tenants feel as informed as they need to be and involved, as they want to be. Therefore RBH would look to develop a more local, community based, approach to involvement. Where changes affect the whole neighbourhood, rather than tenants' homes or delivery of services, RBH would also seek to consult with private tenants and homeowners in that community.

RBH would ensure that there is a range of different ways to get involved e.g. mystery shopping, estate inspections and prioritising key budgets for your neighbourhood. The time commitment for these activities would be set out clearly, and this 'menu of involvement' would also be used to contribute to a formal accreditation for contributions.

The all tenants survey revealed that many of you want to get more involved but there is a need to find new and different ways to support this. Involvement needs to be for an amount of time, and at times, that fits around your other time commitments. In addition to RBH's existing involvement activities it would look to make use of Facebook, Twitter and text messaging for those tenants who find this more convenient than attending meetings for example or going on estate inspections or completing postal surveys.

RBH has pledged to look specifically at how to get young people, the tenants of the future, involved in the new Mutual RBH and in helping to support their local communities.

**The new Mutual would have a young persons membership scheme for under 18s. Young people would be asked to identify the kinds of rewards, incentives and responsibilities that would be part of being a junior member.**

### Scrutinising RBH's services

Tenants have been at the heart of the production of this Offer Document, with a Tenants' Panel made up of over 20 tenants, working with Council and RBH officers meeting many times over a number of months to shape the vision of the future after transfer. This type of direct involvement is central to the new Mutual organisation, and it would continue after transfer. The Tenant Services Authority, which regulates social housing bodies, requires providers like RBH to make sure tenants are formally involved in reviewing service delivery. RBH has set up a separate **Tenants' Scrutiny Commission** to do this and this group meets regularly to assess how RBH keeps to its policies and procedures, reporting formally to the Board via its Operations Committee.

RBH would also discuss with the Tenants' Panel how it sees its role in the future and the lessons learned from the work on the Offer Document. Individual service areas like repairs, housing management and the environment would be subject to regular feedback from Service Improvement Panels made up of tenants.

### Volunteering

RBH would look to support those of you that want to volunteer, whether to help out projects in your local community or wider opportunities across the borough. It would look to develop a timebanking scheme that credits time volunteered with accreditation or rewards such as access to discounts or the services you need from other volunteers.

To support involvement and volunteering activity and to grow its membership base the new Mutual RBH would identify a specific community and membership budget. This would include support for developing volunteering activity, supported by local membership groups.

### Social enterprise

The new mutual RBH would seek to support those of you who wish to form new social or co-operative enterprises for the benefit of local communities. It would provide advice and support, e.g. assistance with business plans or help with securing funding. It would work in partnership with external agencies that promote social and co-operative enterprise. RBH would set aside a proportion of income from services provided to third parties for support for social enterprise.

### Rewards and responsibilities of membership

All tenants would have the opportunity to become a member of the new Mutual RBH. It would bring with it a set of rewards and opportunities for involvement that would put tenants and employees at the heart of the organisation.



RBH would work with tenants to identify the kind of rewards that tenant members would value, in addition to the benefits of voting and taking part in key decisions for the new Mutual RBH.

Employees would also have the opportunity to become members. Tenant and employee members would be key to this pioneering approach to bring together the mutual benefits of local approaches and shared priorities to strengthen services and communities.

There would not be any set time commitment for membership and members would have the opportunity to play a key role in the decisions that affect the new Mutual RBH.

## **What changes would this new approach to involvement and membership bring?**

Members would own the new Mutual RBH and member decisions would be crucial to the effective delivery of services to your homes and your communities. This would strengthen decision making from overarching priorities across the Mutual RBH to local decisions on investment and actions within specific communities.



Finding new ways to involve tenants is intended to bring representation from across all of the communities that make up the Mutual RBH, from different areas of the borough, different age groups and reflecting the strong and diverse tenant base.

## **Membership summary**

Membership is your opportunity to help shape the services in your community and in managing your home. You would be invited to attend member meetings and events and vote at the Annual General Meeting.

Tenants do not have to be members – but all tenants of the new RBH Mutual would be invited to become members.

Members would be able to vote for and stand for key roles in governing the new Mutual RBH.

## **Tenant Management Organisations**

RBH and the Council have worked with and supported three tenant management organisations (TMOS) for a number of years. RBH is committed to continuing to support existing TMOs and working with tenants and local communities who wish to explore new and diverse forms of local management and influence.

The following are descriptions of each of the 3 TMOs:

### **Turf Hill**

Turf Hill Estate Management Board (EMB) was formed in 1995 when residents became concerned that they were the forgotten estate. They felt Turf Hill had become an undesirable place to live due to lack of investment and crime.

Residents wanted a greater say in how the estate was run as well as making a positive contribution to improving the lives of the people living on the estate.

Within a few months of the EMB being formed a total of £8 million of investment had been secured to improve the estate. The estate saw an immediate transformation with people now taking a pride in the area in which they lived and residents actively involved in the decision making process.

The EMB has successfully implemented a local lettings policy and are currently in the process of taking full responsibility for allocations and the repairs service.

### Cloverhall

In 1985 Cloverhall became the first estate in the country to be managed by its own tenants. Cloverhall Tenants Association Co-operative Ltd (CTAC) now manages 196 properties on behalf of Rochdale Council. A decent homes programme was completed in 2006. CTAC manages all housing services on the estate.

CTAC employs 4 staff who manage and maintain the properties on the estate and appoints its own contractors for repairs and grounds maintenance. Their work is controlled and directed by the Management Committee, which meets monthly. The estate has its own local lettings policy and all prospective tenants have to apply for membership of the co-operative.

Cloverhall Tenants Association Co-operative was the first of many TMOs, but remains unique in that it is the only TMO in the country with full control of its planned maintenance programme.

CTAC's offices also play host to Giants Foot, whose volunteers provide activities for the estates children.

### Hollin

Hollin Estate Management Board was amongst the first EMB's formed in 1993 and The EMB is the hub of the Community providing photocopying/faxing, access to Internet and HomeChoice. They provide help with employment issues, including a professional CV service, debt and benefit advice, signposting residents to other service providers, many of whom have workers based in the EMB including the Citizens Advice Bureau, Alcohol and Drug Services, Healthy Living and Manchester Credit Union. The EMB works closely with the police.

The EMB has forged close links with other service providers to promote multi-agency co-operation for the benefit of Hollin Estate whose other main facility is the SureStart. The EMB sets local policies and priorities for housing management and maintenance, working closely with RBH and the Council, and was an active part in the Major Investment Programme, monitoring contracts and working with contractors to provide training and employment for local people.

The EMB has successfully attracted external funding from a variety of places including Europe and Comic Relief and continues to support groups for the young and over 60s.



# SECTION 5

## INVESTING IN YOUR HOME



### 60 Second Summary

- RBH would commit to maintaining your homes to the Decent Homes Standard. Any additional investment would be in line with tenants' priorities
- The proposed transfer would see an investment programme of £685 million over the next 30 years, to homes and estates
- The work would include new windows, front and rear doors, kitchen and bathroom replacements and improved security where necessary
- If your homes remain with the Council an increasing number would fail the Decent Homes Standard
- RBH would be committed to carrying out work to the highest quality and where possible giving tenants choices

## What RBH is offering

RBH would maintain the quality of current and future homes through a managed programme of works, ensuring they are warm, energy efficient and safe, maintaining all homes to the Decent Homes Standard through a 30 year plan of investment. Improvements, wherever possible, would be made based on the condition of the various parts of your home, eg kitchen, bathroom, roof etc.

Over the last 9 months RBH has been consulting with tenants on the types of improvements that they would like to see carried out to their homes if the funding was made available. Tenants have also been asked what their priorities are and these discussions have been used to develop the investment programme for the first 5 years after transfer.

## The Decent Homes Standard

The Decent Homes Standard is the minimum standard of repair for all social housing. It is set by Government and covers 3 main areas:

- It is in a reasonable state of repair
- It has reasonably modern facilities
- It provides a reasonable degree of thermal comfort.

## How does RBH know what work is needed to meet the Decent Homes Standard?

As explained in Section 3, a detailed independent survey of the condition of the Council's homes has been carried out recently as part of the evaluation of the maintenance requirements for your homes

over the next 30 years. The survey took into account the current condition of all parts of the property, how much repair work is needed, when that work is needed and how much it would cost.

The survey found that 99% of homes currently meet the Decent Homes Standard but that around £685 million is needed over the next 30 years to maintain homes to that level. Current levels of funding would not allow the Council to maintain homes to the Decent Homes Standard and would see a further 15% fall into non decency in the first 5 years. This would also place further pressure on budgets for day to day repairs.

## What types of work would be carried out?

Over the 30 years of the initial work programme various works will be required. However these works will be needed at different times

- External refurbishment – including new roofs, pointing and brickwork repairs and improvements – every 40 years.
- Heating improvements – every 10 to 15 years based on condition/efficiency
- Electrical works – every 30 years but earlier if required
- Window and door replacement programmes – as required
- Improved security – RBH currently has a programme to install state of the art intruder alarms in all homes by 2018
- Kitchen and bathroom replacements – every 20 years for kitchens and every 30 years for bathrooms.

The timescales above are maximum periods and where the part of your home is not in



a reasonable condition it would be replaced earlier.

## The current position

Over the last 9 years improvements have been carried out to more than 11,000 homes to ensure that Rochdale Council's housing meets the Government's Decent Homes Standard. Rochdale Council's homes reached the Decent Homes Standard in March 2006, 4 years ahead of the Government's deadline. RBH currently maintains 99% of homes to the Decent Homes Standard.

## What the investment programme would deliver over the next 5 years

If there is a 'yes' to transfer, RBH would start a programme of works that would see £169 million invested over the first 5 years of a 30 year programme, allowing it to undertake work (where necessary and practicable) to make homes warm, safe and secure through the following work (with estimates of the number of properties which might benefit):

- New double glazed windows (where required) – 6,900 homes
- New external doors (where required) – 6,000 homes
- New or upgraded kitchens – 2,200 homes
- New or upgraded Bathrooms – 2,400 homes
- New or upgraded central heating systems – 2,200 homes
- Disabled Adaptations including handrails
- Secure fencing and environmental works – 6,500 homes

This work, and other energy saving services which RBH aims to develop over a period of time to homes in the borough, would save a significant percentage of tenants' rising energy bills.

Construction work in people's homes inevitably causes disturbance. RBH would require its contractors to keep any disruption to a minimum.

RBH would aim to ensure that, where possible, tenants would not need to move out of their homes whilst any of the repair and improvement works were taking place. However where it was found necessary to move tenants out of their home then help would be provided and suitable alternative accommodation would be found.

## Would tenants have to pay extra charges for the improvements?

No. There would not be any extra charge for the improvements carried out to tenants' homes other than the usual annual increases to rent and other charges as permitted under the tenancy agreement. (See Sections 8 and 14 for more details)

## Would tenants have to have the improvements done?

No. RBH would not force tenants to have work carried out on their homes, unless there were health and safety issues.

Tenants who have carried out their own home improvements could choose not to have the same works carried out to their homes, provided the improvements have been carried out safely and meet the minimum standard required by the Government.

## Would tenants be able to carry out their own home improvements?

Yes. As currently with the Council, tenants would still be able to make improvements to their own homes, provided permission was obtained from RBH along with any planning or building control consents needed.

If tenants carry out improvements to homes within the terms of their tenancy agreement, this would not affect the level of rent paid. In addition tenants may be able to claim compensation for certain improvements they have carried out should they vacate their home.

## What about adaptations for disabled people?

Disabled adaptations would continue to be carried out on your homes but responsibility for coordination and installation of disabled adaptations would remain with the Council. However, RBH would make every effort to ensure that where adaptations are required they are carried out at the same time as other improvements so that any disturbance is minimised.

### Transfer Facts

- 6,900 homes will be fitted with double glazing
- A major programme of environmental work, including secure fencing, will be undertaken

## What would happen if transfer doesn't proceed?

The table on the next page shows the current estimates of the number of properties which would receive improvements (where necessary and practicable) if the transfer went ahead compared to staying with the Council.

RBH recognises that showers are one of the tenants' highest priorities and thus (in addition to the works in the table) they would address this, subject to available resources.

If the transfer doesn't proceed, the ability of the Council to maintain homes to the Decent Homes Standard would diminish. This would mean that key components such as roofs and windows would not be replaced when, because of their age and condition, they really need to be. The Council would be unable to continue to install modern kitchen and bathroom facilities as frequently as it currently does. It may not be possible to continue providing home insulation and heating system replacements to the standard that is currently provided. The numbers of homes that are non-decent would increase and the ability of services generally to be maintained at current levels would reduce.





	<b>'Yes' to transfer to RBH</b>	<b>'No' to transfer – Stay with Council</b>
<b>Components</b>	<b>Number of homes (approximate) improved in the first five years</b>	<b>Number of homes (approximate) improved in the first five years</b>
Double glazing (where required)	6,900	3,300
New External doors (where needed)	6,000	2,700
New or upgraded kitchens	2,200	1,275
New or upgraded bathrooms	2,400	1,400
New or upgraded central heating systems	2,200	1,600
External refurbishment	500	300
Environmental works – including paths, steps, fencing and improved security	6,500	3,150

## The quality, standard and specification of work

A panel of tenants would advise on the specification of materials to be used in contracts and on options for packaging works to maximise local benefits.

RBH has a good track record in ensuring its contractors provide a quality service. It would build on this and continue to ensure that quality services, products and value for money are being achieved if the transfer goes ahead.

A team of tenant liaison staff would continue to be on hand to provide advice and support for all tenants, particularly those who may

need extra help and support, before during and after the works take place.

RBH would continue to monitor for quality on improvements and repairs using a range of methods including:

- Quality checks on works, involving tenants, to ensure they are up to the required standard
- Asking customers to fill in satisfaction forms for all works carried out and carrying out regular tenants surveys
- A complaints policy, involving review by tenants, to ensure that there is a clear process for all complaints to be fully investigated

- Contractor monitoring meetings to monitor all aspects of service delivery

All work would continue to be completed to the standards developed as a result of consultation with and the involvement of tenants.

### **Would tenants have a say in what improvements were carried out and would they be given choices?**

Yes. RBH are committed to involving tenants as fully as possible in the planning and implementation of any work to their home. Before improvements are carried out RBH employees would visit a tenant to discuss the work that is required. Where possible, tenants would be given a choice on a range of elements including:

- Colours, design and layout of a kitchen
- Floor finishes and tiles for the kitchen and bathroom
- Front and rear door styles, designs and colours

- Shower installation (over bath, cubicle or adaptation)

If a tenant or family member had a particular need because of disability or illness RBH would liaise with the Council's Adaptations Team when identifying the work needed to the home and in the arrangements made to carry out the work.

### **Who would carry out the works and how would this benefit local contractors and suppliers?**

RBH is committed to maximising the local economic benefits of its investment programmes and maintenance works. It would continue to use its well-respected in-house team to carry out some of the investment work. This team would be strengthened so that more work to your homes would be carried out by local multi skilled operatives who are familiar with the properties. Any work not carried out by the in-house team would be carried out by approved competent contractors who would be encouraged to maximise the employment of local people.





All contractors who apply for inclusion on RBH's approved lists would have to demonstrate how they would perform to RBH's standards. Tenants would continue to be involved in the selection of any partners.

Contractors must prove that they offer good value for money and have an excellent record of doing similar work. They would have to continue to follow the high standards of conduct in your home previously agreed by tenants and they would be required to have specialist staff that would talk to you about the work.

RBH would ensure that as far as possible materials used in its repairs and maintenance contracts are sourced from local suppliers.

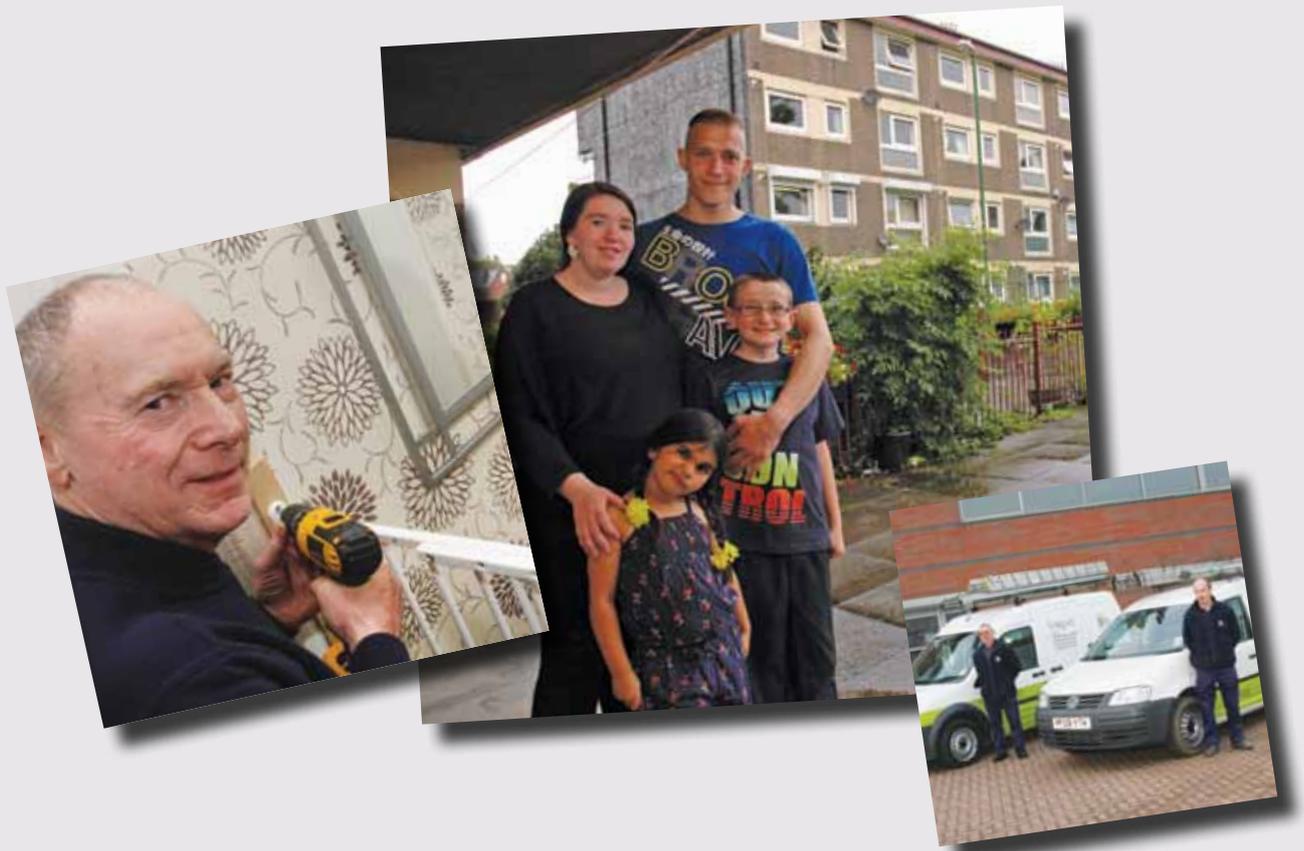
## **What would RBH do to give local people employment opportunities?**

Currently 80% of those working for contractors on planned maintenance schemes are local people. We would look to ensure this percentage is maintained or increased.

RBH would continue to recruit and employ apprentices and trainees, and clauses would be built into contracts that help to maximise the numbers of local people taken on to carry out the work. These requirements on contractors would be very closely monitored.

# SECTION 6

## MAINTAINING YOUR HOME



### 60 Second Summary

- Satisfaction levels with the responsive repairs service are high, and the new Mutual RBH would aim to keep them high
- RBH would aim to improve responsive repairs times and provide more flexible appointments
- RBH tenants would be able to report repairs in a number of ways
- RBH tenants would be involved in monitoring the repairs service and improving standards



A good repairs service is a top priority for tenants. The Council and RBH recognise the need to continue to invest in improving the repairs service. One of the reasons the transfer is being proposed is to make sure there are enough resources available to meet the demand for repairs. If your home remains with the Council, the self-financing system of finance for council housing would mean there would be less money available to carry out repairs at the time they are needed.

## What transfer would offer

RBH would work to improve its appointment and repairs reporting systems to provide a repairs service that is straightforward and gets work done promptly and efficiently. It would be committed to improving standards and speed of response to help ensure that you receive a service that delivers to a high quality.

## What is the situation at the moment?

RBH's repairs service provides thousands of repairs a month, with almost all urgent repairs being completed within the Government's time limits, and non-urgent repairs on average taking 10 working days.

RBH has improved the repairs service in many ways since the ALMO came into being in 2002. For example it regularly monitors the standards of its repairs service, carrying out telephone and postal surveys to help understanding of ways in which it can be improved.

## How you can report repairs

RBH recognises that tenants want to be able to report repairs in a number of ways including:

- Telephone – via the Contact Centre
- Via text
- Via e-mail
- Online
- Via digital television
- In writing

and would look to continue these as well as investigating other convenient methods.

RBH would seek to further improve the repair service if the transfer goes ahead by adopting more efficient methods of working including:

- Introducing mobile working, where all operatives receive their jobs direct to a hand held mobile device which could speed up response times

## Transfer Facts

- Faster repair times would be introduced
- A more flexible repair appointment system would be available to suit you including early evenings

- Appointments for pre-inspection of repairs
- A more responsive appointments system – giving appointments as soon as customers make contact and including sending reminders by text, telephone or voicemail
- More appointments available at times to better suit you, e.g. early evenings
- Continuing to provide evening and Saturday appointments for urgent gas, heating and electrical repairs
- Seeking to reduce the number of visits to complete a repair
- Better diagnosis of repairs so that more repairs are dealt with right first time
- Seeking to make savings on minor items of tenants' responsibility
- Reinvesting savings achieved in improving services further
- Bringing certain specialist jobs in-house

**The current and proposed target response times for repairs are shown below**

<b>Repairs target times if 'yes' to transfer to RBH</b>	<b>Repairs Target Times if 'no' to transfer – stay with the Council</b>
<p><b>Emergency (outside normal working hours)</b> RBH would continue to attend and make safe and secure the property</p>	<p><b>Emergency (outside normal working hours)</b> RBH would continue to attend, make safe and secure the property</p>
<p><b>Emergency (during working hours)</b> RBH would attend within 2 hours and make safe in 12 hours for severe problems – including total power loss, loss of heating, uncontrollable water leak – or attend within 24 hours to avoid serious health and safety problems – including blocked sink/bath, partial loss of electric or water supply</p>	<p><b>Emergency (during working hours)</b> RBH would attend within 24 hours for all emergencies or to make safe/secure – board ups, lock changes, leaking pipes – but may take longer to reinstate original position</p>
<p><b>Urgent</b> Completed within 3 working days – including minor leaks and blockages (not health and safety issues)</p>	<p><b>Urgent</b> Completed within 5 working days</p>
<p><b>Routine</b> Attend and complete within 10 working days – including dripping taps</p>	<p><b>Routine</b> Attend and complete within 30 working days</p>



RBH would clearly publicise the types of repairs that come under each priority. This information would be available on the RBH website and tenants would be advised of the priority when reporting the repair to the Contact Centre.

## Painting programme

RBH would put in place a regular programme of painting to the external elements of your home. Prior to the painting programme RBH would arrange for any minor repairs that are required. You will receive notice in advance of any painting programmes.

## What would determine the quality, standard and specification of work?

A panel of tenants would advise on the specification of materials to be used, the way the service should be provided and how performance should be monitored.

RBH would be committed to ensuring that all work would be completed to the standards developed as a result of consultation with and involvement of tenants. This consultation and involvement of tenants would continue and be reinforced after the transfer as the new Mutual RBH is formed.

## What would happen if the transfer doesn't proceed?

If there is a 'no' to Stock Transfer, the Council's ability to deal with repairs would be limited due to less funds being available, at the time they are needed, compared with what RBH expects to have after transfer. It would carry on maintaining a day to day repairs service, but the focus would have to be on emergency and very urgent repairs, meaning that there may be a risk that a backlog would build up for less urgent problems.

Without the necessary investment, and if the housing remains as it is, more repairs would be necessary to prolong the life of items such as boilers, gutters and older windows. This would further increase the pressure on the repairs budgets. If the transfer does not take place the Council would not be able to improve the service to the levels mentioned here.

## Transfer Facts

- Tenants would be more involved in specifying the quality and standards of work
- Should transfer not go ahead the Council would not be able to improve the service to the levels tenants want

# SECTION 7

## YOUR RIGHTS AND RESPONSIBILITIES



### 60 Second Summary

- Tenants key rights and entitlements would be protected in a new assured tenancy agreement
- Tenants would have a new right to refuse changes to their tenancy agreement (other than in relation to rents and other charges)
- Tenants would still have the Right to Buy their home, if they are entitled to buy it now from the Council, and discount entitlement would still be available
- All tenants would have a right to succession. Any previous succession with the Council would be disregarded
- Tenants would continue to have the right to be consulted about policies that affect them



This section explains what would happen to your rights and responsibilities if a transfer takes place. Most of your rights would remain the same after transfer, with your key rights being legally protected within your new tenancy agreement, as this section explains

**Please be assured that any new Government proposals to change rights of tenants to live in their homes for life and pass on their tenancies when they die would not affect you if the transfer to RBH takes place.**

**RBH would protect your current rights of security of tenure and succession. (See details below)**

## The proposed assured tenancy agreement

The majority of council tenants are secure tenants, although if you are a new tenant for the first time you may be an introductory

tenant (see page 81 in the tenancy agreement section). The general terms of your tenancy would remain the same, and your key rights and entitlements would be protected in a new assured tenancy agreement with RBH. The exception would be the right to manage, as shown in the table below.

The new assured tenancy agreement included on page 83 of this Offer Document sets out your rights. If you have any comments about it please do so on the free to post card provided with this Offer Document. If there are any changes to the proposed tenancy agreement following this consultation you would be notified in writing. The proposed assured tenancy agreement substantially in the form set out in Section 14 of this document would be issued to qualifying tenants.

This table shows the rights secure and introductory tenants have now and those they would have as an RBH assured tenant if the transfer goes ahead.

Rights	Transfer to RBH	Stay with Council
The Right to live in your home without the threat of being evicted without good cause	Yes	Yes
The Right to buy your home with a discount (existing tenants)	Yes*	Yes*
The Right of Succession (pass on your home)	Yes**	Yes
The Right to Exchange	Yes*	Yes*
The Right to Sublet part of your property/take in lodgers (with the landlords consent)	Yes*	Yes*
The Right to Repair	Yes	Yes
The Right to carry out improvements and to receive compensation	Yes*	Yes*
The right to information about the management of your home	Yes	Yes
The Right be consulted	Yes	Yes
The right to refuse changes to your tenancy agreement without your consent	Yes	No
The Right to Manage	No (but see page 52)	Yes
The Right to Acquire	Yes	No

\* Not available for introductory or starter tenancies

\*\* see tenants' new rights on page 52

### Transfer Facts

- Tenants will be protected against eviction as currently under the Council
- Tenants' key rights would be protected in the new tenancy agreement
- If you can buy your home now with the Council, you would still be entitled to buy your home after transfer to RBH



## How your rights would be protected

Except for the changes to the amount of rent and service charges you pay, the terms of the new tenancy agreement cannot be changed without a tenants individual permission, or where required by future changes to the law.

This would provide greater protection against changes to the agreement than exists at present, as the Council can change your current tenancy agreement after consultation.

### The protected rights include:

- The right of succession
- The right to be consulted
- The right to carry out repairs
- The Preserved Right to Buy
- The right to improvements and compensation
- The right to information about the management of your home
- The right to be consulted on changes to housing management matters
- The right to sublet and take lodgers

After transfer RBH's grounds for possession would be restricted to those currently available to the Council.

RBH would not use any of the additional grounds for eviction which could be available under an assured tenancy unless the tenancy has been demoted (for further details see the proposed tenancy agreement in Section 15). This would only occur if there had been serious breaches of the tenancy conditions such as anti-social behaviour – it would not occur due to rent arrears.

## Your responsibilities

If the transfer goes ahead RBH would continue to work with all of its tenants to help them keep to the terms of their tenancy agreement. It would make clear what is expected of them as tenants, in terms of maintaining their homes, gardens and neighbourhoods. RBH would provide pre-tenancy information and guidance to prospective applicants, and specialist help and support either directly or via a third party to those who require it.

## Would tenants still be able to buy their home?

Yes. Tenants who currently have the Right to Buy their home would still have that right after the transfer to RBH.

The price you would pay for your home would continue to be based on market value less any discount, which would be calculated in the same way. Any discount entitlement that a tenant has with the Council would transfer to RBH and would increase up to the maximum permitted.

If any member of your family succeeds to the tenancy, even if you transfer to another RBH home, the Right to Buy remains provided it is not a property such as a home for disabled tenants or sheltered accommodation which would continue to be excluded from the Right to Buy.

## What happens to the Right to Buy discount?

Any discount built up transfers with you. The main difference between the Council's Right to Buy scheme and the scheme after the transfer for those with the Preserved Right to Buy relates to something called the 'cost

floor' rule. This is the minimum price that a tenant could pay for their home, even if the discount would otherwise take the price below this amount.

### **What is the cost floor rule?**

The cost floor is the amount that the landlord has spent buying, improving or repairing the home over a set period and becomes important where large amounts of money have been spent on repairs and maintenance.

With the Council the minimum price, the cost floor, is worked out over the 10 year period before a tenant buys their home. If RBH takes ownership of your home, it would take into account all costs incurred during the 15 years before the application to buy, starting at the point of the transfer. RBH would be able to include in the cost floor the cost of 'catch up' repair works that would be carried out to the home, even if they have not yet been carried out.

In some cases, for example if a tenant moved into a home that had undergone major refurbishment or building works, the effect of these changes may reduce the amount of discount available, but for the majority of tenants, if they bought their current home or if they moved to another that had not had any major refurbishment, it is likely that the different cost floor rules would have little effect.

### **What is the Right to Acquire?**

New tenants of RBH after transfer, as well as existing tenants transferring would be able to buy their home under the Right to Acquire provided they are eligible. This scheme is

based on a grant rather than a discount and is normally less generous than the Preserved Right to Buy scheme. The qualification times for the Right to Acquire are the same, but you could not combine the two rights.

### **Could I still pass on my home when I die?**

Yes. Council tenants have a right to pass on their tenancy to their spouse or partner or another member of their family living in the property at the time of their death subject to length of residence, see Section 14 the Proposed tenancy agreement.

This passing on, or succession can only happen once with the Council. If the transfer goes ahead any previous successions under the Council would be disregarded, and tenants who received their home on the death of a relative living in the property would be able to pass on their tenancy to a relative living in the property, on their death.

You would not have this additional right if you stayed a tenant with the Council.

### **What will happen to transfers and exchanges?**

After the transfer tenants would still be able to transfer to another RBH home or exchange homes with a tenant of RBH or another registered provider of social housing, provided RBH grants permission. This is the same as at present.

### **Would subletting still be allowed?**

Yes. Tenants would still be able to sublet part of their home, or take in lodgers, as long



as they had RBH's written permission. RBH would not unreasonably refuse permission, but a tenant would not be allowed to sublet the entire home and should continue to occupy the property as their only or principal home.

## **What about the Right to Repair and the Right to make Improvements?**

After transfer tenants would still be able to ask RBH to appoint another contractor to do certain types of repair if RBH or its contractors fail to carry them out in the set timescales. Tenants would have the right to apply for compensation if the second contractor also fails to do the repairs within a specified time limit.

Tenants transferring would also retain the right to carry out repairs and improvements. They must get permission in advance from RBH. Some improvement works could entitle tenants to receive compensation from RBH when their tenancy ends.

## **Would tenants still be able to keep pets?**

The position on pets will not change. (See clause 8 of the tenancy agreement on page 99).

## **What would happen about the Right to be consulted and receive information?**

RBH places great importance on informing its tenants about housing management and maintenance issues that are likely to have a substantial effect on their tenancies, and would continue to do this if the transfer takes place.

The Tenant Services Authority (TSA) also requires that Registered Providers of Social Housing such as RBH consult and provide information to all their tenants in accordance with its standards.

## **Would there be protection against eviction for tenants?**

Yes. RBH would not use any of the additional grounds for eviction available under an assured tenancy. The new assured tenancy agreement has been drawn up to help make sure tenants' key rights to live in their homes match as closely as possible to those that tenants have now with the Council.

## **How would the transfer affect introductory tenancies?**

New tenants of the Council, who hold introductory tenancies at the time of transfer, would continue to serve the rest of their introductory period, up to the completion of 12 months. After that, provided they have conducted their tenancy satisfactorily, they would be given the same full assured tenancy including the Preserved Right to Buy.

## **What rights would new tenants have?**

Those becoming new tenants of RBH after the transfer in most cases would be given an assured shorthold tenancy agreement for a probationary period of 12 months. At the end of that period, provided the tenancy had been conducted satisfactorily, they would be given an assured tenancy agreement. Their agreement would contain substantially the

same provisions as for transferring tenants, except for the Preserved Right to Buy.

## What rights would tenants lose?

One right, the Right to Manage, cannot be granted under an assured tenancy. This allows tenants to set up a Tenant Management Organisation in their area subject to certain rules.

However although tenants would not keep this right in law, RBH would have a strong commitment to working with tenants to achieve greater involvement in the management of their homes. (see Section 4 – Your opportunity to be involved)

**RBH would be willing to engage with any group of tenants that wished to establish a Tenant Management Organisation or something similar to enable tenants to have a greater influence, provided that there was clear evidence of support from tenants.**

RBH would actively promote mutual and co-operative values so that tenants can be involved at a level that suits them and their circumstances.

## Would tenants have any new rights?

Yes. They would. If transfer goes ahead tenants would have the following new rights:

- Their tenancy agreement could not be changed without their individual consent (except for increases in rent and other charges or where required by future legislation)

- Even if a tenant had already received their tenancy on the death of a relative all tenants would start again with a Right of Succession
- Right to Acquire which is an alternative to the Preserved Right to Buy.

## Government proposals for future new housing tenancies

The Council is aware of proposals being considered by Parliament regarding social landlords being given the discretion to offer flexible tenancies, i.e. fixed term tenancies, rather than the current lifetime tenancies. The proposals from Government apply to all social landlords including councils and registered housing providers.

**These proposals would not apply to existing council tenants whose homes transfer to RBH**

These proposals **would not apply** for any existing council tenants who transfer to another RBH property following the stock transfer. They **would not apply** to anyone who succeeds to the tenancy of a transferring tenant of RBH.

In addition if this stock transfer proceeds RBH would only consider offering a flexible tenancy in very special circumstances, agreed with its members (including tenant members), such as for particular types of supported accommodation which may be developed in the future for people with specific support needs, or if it is a specific grant requirement for a new build housing project. Flexible tenancies **would not apply** for the vast majority of general needs properties that would be let by RBH following a successful stock transfer.

# SECTION 8

## YOUR RENT AND OTHER CHARGES



### 60 Second Summary

- Rents would remain the same or very similar to what the Council would charge
- RBH would give transferring tenants a 5 years rent guarantee
- Tenants' entitlement to Housing Benefit would not be affected by the transfer
- RBH would not make any profit from chargeable services (Service Charges)
- RBH would provide financial advice, guidance and support to assist tenants in managing their budgets



### Background

RBH would continue to be committed to providing the best value for money it can on the services it provides. In doing so it would seek to keep rents affordable and would be subject to the Government policy on rents and Tenant Services Authority (TSA) Guidelines.

The Government has a policy on social housing rents known as the Rent Restructuring Policy. This policy aims over time to equalise the level of rent for similar homes in similar parts of the country. This policy applies to both council houses and houses owned and managed by housing organisations, as RBH would become. This policy means that tenants should pay similar rents for their homes, whether transfer goes ahead or not.

### What would happen to my rent?

At the time of transfer, each tenant would pay the same rent to RBH as they were paying to the Council. As with the Council your rent would be subject to annual increase. If the transfer goes ahead as planned the first rent increase would be on the first Monday in April 2012. You would still have four weeks notice of any change to your rent. The rent increase notice would include a breakdown of your charges and a breakdown of how United Utilities have calculated your water charge.

RBH would plan to continue to have four weeks during the year where tenants with a clear rent account are not obliged to make a payment. Like the Council, RBH would require tenants with rent arrears to make their usual payments during these four weeks to reduce the debt.

Tenants who wish to pay by direct debit would be offered monthly payments equal to the annual rent divided by 12.

**RBH would guarantee that for 5 years following the transfer, transferring tenants' annual rents would not increase by more than permitted under the current Government's policy (\*\* see further below). The Council would not be able to give this guarantee.**

\*\* Currently the Government's policy on rent increases is that the maximum amount by which rents can be increased each year is the annual inflation rate (RPI) plus 0.5% plus maximum of £2.17 per week (based on 48 week rent collecting weeks) for those that have not reached the Government's target rent levels. After that, current Government policy states that rents should rise only by the rate of inflation (RPI) plus 0.5% a year.

After the first 5 years, RBH would increase rents in line with Government rent policy, which would be monitored by the social housing regulator, the Tenant Services Authority.

The Government has recently announced plans to introduce a new rental approach called 'Affordable Rent'. This means that where it is directly supporting delivery of additional homes landlords would be able to offer homes to tenants charging a rent of up to 80% of local market rate.

**This would not apply to existing tenants at the time of transfer.**

Please see page 72 for more details.

**Your rent would not be increased as a result of the improvements included in this document**



## How would I pay?

At transfer all the current ways of paying rent would remain available. Tenants would be able to pay their rent:

### By Direct Debit

By Direct Debit weekly, fortnightly or monthly. Dates for monthly payments would still be on the 1st, 8th, 15th and 22nd. If you choose to pay by Direct Debit we would continue to pass on the savings to you by giving you a discount on your dwelling rent of £10 each year.

### Online

Online at [www.rbh.org.uk](http://www.rbh.org.uk) using credit or debit cards.

### Using a rent swipe card

Using rent swipe cards at PayPoint outlets and kiosks in shops. Cash would still be accepted at all outlets and cheques and debit cards would be accepted at the Post Office. As now payments could only be accepted if you have your rent swipe card with you.

### Telephone payments

By making telephone payments. Ring the automated service on 01706 866180 or contact your housing officer. You would need to have your rent reference number and your debit or credit card to hand when you ring. Your tenancy reference number is on your rent swipe card.

### Text payments

By text. Allpay's secure SMS text message bill-payment option is now available and if you have a mobile phone, your RBH swipe card and a credit or debit card you could

send a message to settle your rent account. To access the service simply register online at <https://www.allpayments.net/textpay/login.aspx>

### Telephone or internet banking

If you use your bank's telephone or internet banking service you could use it to pay your rent. Please contact your housing officer for our bank details.

### Post

Cheque or postal order payments could still be sent to your local housing office. Please write your tenancy reference on the back of the cheque.

RBH would regularly look at the ways in which tenants are able to pay their rent and to make sure that it offers the most effective and efficient methods. Any changes would only be introduced after consultation with tenants.

## Rent statements

You would continue to receive a rent statement every three months, in April, July, October and January. Statements would include a breakdown of your charges, details of any Housing Benefit you are receiving details of any payments made by you and any other adjustments that have been made on your rent account.

## What about service charges?

RBH would be required to follow the same guidance as the Council in relation to service charges. Government guidance for some time now has been that the cost of services should be fully separated out from rents so that tenants are only charged for the services

that they receive. This ensures that landlords are much more accountable to tenants for the cost of services and enables tenants to assess whether those services offer value for money.

RBH would only be able to charge the actual cost of providing the service and would not be allowed to make a profit. These are the same conditions that would apply with the Council.

Tenants would be consulted before Service Charges are split from rents.

RBH would only introduce new services, for which a charge is payable following consultation with affected tenants.

### **What about payments for water charges, made as part of the rent?**

After the transfer you would continue to pay your water charges as part of your rent on a weekly basis. The level of charge for water is set by United Utilities.

RBH plans to take over the contract the Council has with United Utilities for the collection of water charges at your home which continues until 31st March 2015. RBH would then need to consider whether to continue with this arrangement in future and commits to ensuring wide tenant consultation in this decision making process.

RBH would continue to operate the existing protocol for the use of legal action for the collection of water charges as part of the rent.

### **What about Supporting People services?**

If you currently receive support services then these would not be affected by the transfer.

Tenants in sheltered housing are required to pay a charge for the support services they receive. This charge is set by the Council in accordance with Supporting People rules. These charges could not therefore be covered by the rent guarantee.

### **Would I still be able to pay contents insurance with my rent?**

Yes. The Council has an arrangement with an insurance company that enables tenants to pay for contents insurance with their rent. Tenants have said that they want this service to continue. RBH would therefore negotiate with the current insurance provider to continue this service so that tenants' contents remain covered. When the contract comes up for renewal, RBH would involve tenants in choosing an insurance company. It would also explore additional options for widening the range of cover offered in conjunction with tenants.





## **What rent would transferring tenants pay if they moved to another RBH property?**

Existing tenants who after the stock transfer move to another RBH property would still have their key rights protected. This means that their rent would continue to be protected and would move towards target rent in the same way as others who have transferred from the Council at the time of the stock transfer.

## **What would new tenants pay?**

RBH's business plan is based on new tenants paying the target rent for their property. It assumes that annual increases would follow Government guidance, which is currently limited to Retail Price Index (RPI) plus 0.5%.

New tenants after transfer would not be covered by the rent guarantee which is offered to existing tenants but their rent increases would still be subject to the Government's rent increase guidelines.

## **What about Housing Benefit?**

Transfer to RBH would not affect tenants' entitlement to claim Housing Benefit. Applications would still be made to the Council. Advice on Housing Benefit would be available from RBH and the Council.

## **What financial advice, guidance and support would be available?**

In addition RBH, through its Money Matters Team, would continue to provide intensive one to one support to help tenants with rent and water charge arrears. RBH is committed to helping tenants who are currently experiencing difficulty in paying their rent and to working with them to explore ways of giving them more disposable income. It carries this out through the provision of debt management advice, benefit checks to maximise income, information about alternative service providers (gas / electricity) and payment arrangements for rent and other charges (including with other creditors). In addition RBH would apply to trust funds for people in particular hardship, to request financial support to help clear the debts, for example the United Utilities Trust Fund. RBH would also provide a financial statement showing tenants what they are paying, where savings could be made and how to work out and manage a budget. Tenants would be helped to understand the difference between priority debts and non priority debts so they can learn how to prioritise their income and expenditure in the future.

The Money Matters Team would continue to work closely with the Housing Management Teams to ensure that any tenant in difficulty who agrees to actively work with the team to resolve their financial issues is helped to remain in their home.

As well as practical advice RBH would also continue to offer a wide range of additional support, including help to open a bank account and assistance for those in need who are unable to buy white goods.



### What rewards are there to encourage tenants to pay?

RBH would wish to encourage prompt payment and as such plans to continue to run a twice-yearly prize draw to reward those tenants who have a clear rent account at the end of the Christmas/New Year non-rent weeks and again at the end of March/beginning of April non-rent weeks.

RBH would also commit to working with tenants to identify what other incentives, such as vouchers for payment of utility bills or food bills tenants may find helpful.

### What would happen to Council Tax?

Council Tax would continue to be charged and collected by the Council.

### How would RBH tackle rent arrears?

RBH would be firm but fair in recovering rent arrears. Tenants in financial difficulty would be offered a range of help and advice through the Money Matters Team.

All new tenants would be offered advice on claiming Housing Benefit, other welfare benefits and other assistance. All new tenants would be expected to pay their own estimated rent contribution from the start of their tenancy with any adjustments made once Housing Benefit is confirmed.

Tenants finding themselves in financial difficulty should contact RBH early to seek assistance. RBH would contact any tenant falling into arrears and work with them to try to resolve their problems and agree an affordable way to clear their debt in a reasonable timescale. RBH would aim to ensure whenever possible tenants can remain in their home.

RBH would only take court action to end a tenancy as a last resort where all other options have been explored.

### Transfer Facts

- Transfer would not affect your entitlement to claim Housing Benefit
- RBH would provide a rent guarantee which would limit transferring tenant's rent increases for five years

# SECTION 9

## IMPROVING YOUR NEIGHBOURHOOD



### 60 Second Summary

- If transfer goes ahead, RBH would be able to continue its successful environmental improvement programme, setting standards in partnership with tenants
- Tenants would be able to influence what work is carried out and where
- Community caretaking and grounds maintenance services would be improved if the transfer goes ahead
- If homes stay with the Council investment in the environment on estates would reduce
- RBH's approach to tackling nuisance and anti-social behaviour would be developed further with more support for victims and witnesses

## Environmental improvements

### What has happened so far?

Several years ago the Council arranged for a survey to be carried out to establish the general condition of the environment of every estate. The results of the survey were then analysed with the intention of establishing which estates required the most physical investment in the environment. This led to the prioritisation of those estates that were in most need.

From this priority list a programme of investment was prepared. The "Creating Great Neighbourhoods" programme of environmental improvements has, since 2007, been delivering some large scale improvements to estates across the borough as well as a number of smaller projects (Quick Wins) that were suggested by tenants and employees of RBH.

### What would happen if there is a 'yes' to transfer?

RBH would aim to continue to invest in environmental improvements in the first 5 years following transfer, funded in part by utilising the commission gained from the agreement to collect water charges on behalf of United Utilities. As before, expenditure would be determined in consultation with tenants. Work would include new fencing, improvements to paths, better lighting, off street car parking and creative use of open space. RBH would also aim to work with tenants and other partners to investigate potential sources of funding to upgrade play areas.

RBH is aware of the need to review the effectiveness of street lighting on its estates, and would seek to maximise the available resources to raise the standard of existing provision, by working with the Council.

Keeping the environment around your home clean and well maintained would be just as important. RBH would work with tenants to agree a new Neighbourhood Quality Standard (NQS). This would help to ensure that all employees working in neighbourhoods understand what is expected and the standards they need to achieve.

These standards cannot be achieved without the co-operation of RBH's partners, and it is expected that they will work towards achieving these same standards.

RBH would carry out an increased number of estate walkabouts with tenants and other partners to monitor performance against the NQS. Any identified repairs and maintenance issues arising from these walkabouts would be followed up.

If the transfer takes place work already carried out with Groundwork Trust in employing a range of young unemployed people on RBH's "Green Team" would continue. The team completes small environmental projects, including dealing with overgrown gardens in empty properties. The aim is to increase the amount of work should there be a 'yes' to transfer.

As well as other tenant forums, RBH would maintain the tenants' environmental steering group, and also look to engaging private landlords and their tenants in meeting RBH's environmental standards.



## What would happen if the transfer doesn't proceed?

If the transfer doesn't proceed the ability of the Council to invest in the environment on your estates would reduce. This would mean that the Council would not be able to carry out large-scale investment in improvements to the fencing, paths and lighting on the Council's estates.

## What would decide the quality, standard and specification of any work?

A panel of tenants would advise on the specification of materials to be used. Other quality monitoring methods would include:

- Tenants to be involved with quality checks on works to ensure they are up to the required standard
- Asking customers to fill in satisfaction forms for all works carried out and carrying out regular tenants surveys

- A complaints policy, involving review by tenants, to ensure that there is a clear process for all complaints to be fully investigated
- Contractor monitoring meetings to monitor all aspects of service delivery

## Would tenants have a say in what improvements were carried out and would they be given choices?

Yes. RBH is committed to involving tenants as fully as possible in the planning and implementation of any work around their home. Before improvements are carried out RBH employees would visit a tenant to discuss the work that is required. Where possible, tenants would be given a choice on the work done and materials used.

## Who would carry out the works and how would this benefit local contractors and suppliers?

As with repairs, any environmental work not carried out by the in-house team would be carried out by approved competent contractors that would be encouraged to maximise the employment of local people. Tenants would continue to be involved in the selection of any partners. RBH understands that local people have a stake in the way their neighbourhoods look, so it would try to recruit local people to work on programmes that improve the environment.

### Transfer Facts

- Tenants would be involved in planning environmental improvements
- The environmental improvement programme would be continued by RBH if transfer goes ahead

## Community caretaking

### What has happened so far?

RBH currently provides caretaking services to estates across the borough, either by dedicated teams based on estates or via Mobile Caretaking Teams that travel around the borough.

These teams carry out a range of work to keep estates, including block entrances and communal areas, clean and tidy. They aim to ensure refuse is not dumped in communal areas which could pose a fire risk.

### What would happen if there is a 'yes' to transfer?

Keeping the environment around your home clean and well maintained would be just as important. RBH would work with tenants to create a new Neighbourhood Quality Standard (NQS) as mentioned earlier.

#### Transfer Facts

- If transfer goes ahead RBH would retain and improve the community caretaking service
- If transfer goes ahead RBH would make sure that anti-social behaviour is dealt with effectively

RBH would:

- Look at ways that it can respond faster to reports of environmental issues and tackle problem areas
- Work more widely with Groundwork Oldham and Rochdale to tackle poorly maintained areas on estates
- Seek to supplement the Council's refuse service to increase existing opportunities for recycling
- Consult with tenants to develop solutions to increase recycling levels

### What would happen if the transfer doesn't proceed?

If the transfer doesn't proceed the ability of the Council to enhance and improve the service and range of additional services would reduce. It would be increasingly difficult to provide choices for tenants around the type and scope of improvements made to estates, and to invest in better quality specifications for key items such as fencing and gates.

## Grounds maintenance

### What has happened so far?

At the moment RBH works with the Council's Environmental Team to provide grounds maintenance services on its open spaces and communal garden areas. This includes grass cutting, landscaping and tree and hedge maintenance. RBH monitor the performance of the Council team.



## **What would happen if there is a 'yes' to transfer?**

RBH would seek to ensure that the grounds maintenance operation offers tenants a good quality service. RBH would work closely with the Council's Environmental Team to maximise opportunities for cost effective operations subject to there being value for money.

## **What would happen if the transfer doesn't proceed?**

If the transfer doesn't proceed the ability of the Council to enhance and improve the service and range of additional services would diminish. Managing the upkeep and appearance of green open spaces and play areas on estates to a reasonable standard would become increasingly difficult to afford, as would responding to local problem areas identified during tenant estate walkabouts.

## **Neighbour Nuisance and Anti-Social Behaviour**

### **What has happened so far?**

Anti-social behaviour is a problem that can affect tenants and residents in any neighbourhood. Where it does occur, it can have a significant impact on the quality of life for residents.

RBH is committed to helping tenants have the right to live peacefully in their own home and feel safe and proud of their

neighbourhood, and was the first ALMO to have its own specialist team for tackling nuisance.

RBH's Legal Services and Enforcement Team has a clear remit to work with tenants to deal effectively with nuisance and anti-social behaviour. It works in close partnership with the Council, the Police and other agencies to deal with and resolve anti-social behaviour problems.

## **What would happen if there is a 'yes' to transfer?**

RBH would have the funds and policies as well as the people to enable it to deal more effectively with nuisance and anti-social behaviour. It would have sufficient resources to continue working in close partnership with local residents, the Council, the Police and other agencies to tackle nuisance and antisocial behaviour problems affecting its tenants. It would also work with the bodies to help combat domestic violence and hate crime.

RBH would also be able to adopt a policy that sets out how it would deal with anti-social behaviour and would give this top priority. Working with tenants to develop the anti-social behaviour service and give them a greater say in shaping its delivery would reflect the new mutual nature of the organisation.

By ensuring that anti-social behaviour problems were dealt with effectively, and making sure that the work of front-line officers was supported by RBH's dedicated team including in-house specialist lawyers, enforcement services and witness support, RBH would be able to:

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

- Ensure that each tenant is kept up to date with the progress of their complaint when they report anti-social behaviour
- Adopt a proactive approach and a commitment to taking action to solve problems
- Provide tenants access to mediation and train appropriate employees in mediation skills
- Give clear and practical advice on what tenants can do to help deal with anti-social behaviour and provide support for those who suffer from it
- Use electronic surveillance equipment to help gather evidence against perpetrators of anti-social behaviour or crime
- Take early and firm action against tenancy breaches which blight neighbourhoods or cause nuisance to others
- Look where anti-social behaviour occurs the most and focus attention of these areas
- Develop the provision of out-of-hours support to those who experience anti-social behaviour

RBH's proposed tenancy agreement includes provisions to deal with anti-social behaviour and some types of criminal activity. These provisions would be enforced appropriately.

RBH would use all the tools and powers that are available to deal with tenants who failed to keep to their tenancy agreement and caused a nuisance to their neighbours. These would include the use of:

- Mediation
- Acceptable Behaviour Contracts (ABCs)
- Injunctions
- Possession Orders

- Tenancy Demotions
- Evictions

RBH would also be committed to preventing anti-social behaviour and crime. Its team understands that prevention is better than cure and would use the following measures to help prevent anti-social behaviour and crime occurring:

- Using starter tenancies for new tenants for the first 12 months of their tenancy
- Referring vulnerable tenants to support services to help them establish and keep their tenancies
- Working closely with the Police and other agencies to reduce burglary and other crimes

## What would happen if the transfer doesn't proceed?

The ability of the Council to enhance and improve the service would reduce

There will be:

- Reduced capacity to take early and firm action against tenancy breaches
- Reduced provision of support for victims and witnesses of anti-social behaviour
- Reduced investment in measures and initiatives to prevent anti-social behaviour occurring

If the transfer doesn't proceed, the Council would not have all the funds available when needed and, therefore, would have fewer resources to allocate to the provision of services dedicated to dealing quickly and effectively with anti-social behaviour and nuisance on Council estates.

# SECTION 10

## IMPROVING YOUR SERVICES



### 60 Second Summary

- If the transfer goes ahead, RBH would involve tenants in reviewing standards for services they receive and publish how it performs against these standards
- RBH would make it as easy as possible for tenants to get in contact
- RBH would seek to keep its homes and estates secure and take prompt action to tackle nuisance and anti-social behaviour
- A transfer would enable RBH to offer a range of support services to tenants, including help with money management, skills and training and energy efficiency measures

RBH would become (prior to transfer) what is called a Registered Provider of social housing, and would be regulated by the Tenant Services Authority helping to make sure it is involving its tenants fully in developing services and that those services are of a high quality.

### **High service standards**

If the transfer goes ahead RBH would continue to build on its excellent services by reviewing its standards annually and involving tenants in that process.

It would produce clear information for its tenants that would define what they can expect from each service area, and each year would report on how well it is meeting those expectations. As a mutual organisation tenants' scrutiny of standards would be at the heart of RBH's plans, and the Tenants' Scrutiny Commission would continue to meet regularly to review how those plans are being implemented.

### **Accessibility and feedback**

To enable all tenants the widest possible access to services, RBH would seek to utilise all forms of contact with tenants in ways that suit them best. You would be able to contact RBH by phone during office hours, by letter, e-mail, text or by appointment at your home or one of the access points. Repairs and other matters are currently reported through to the Council's contact centre but after the transfer tenants would be able to do this by a freephone number. RBH would monitor the effectiveness and value for money of its services and aim for continuous improvement via tenant and partner feedback, surveys, mystery shopper techniques and face-to-face

opinion. Complaints would be dealt with quickly, within 10 working days, and RBH would learn from them. If any tenant is not satisfied once they have been dealt with under the complaints procedure they would have the right to take their complaint to the independent Housing Ombudsman, and would be able to contact a local Councillor or their MP as they can do at present.

### **Neighbour Nuisance and Anti-Social Behaviour**

RBH recognises that anti-social behaviour is something that can affect any of our communities and that it can have a big impact on people's quality of life.

RBH would continue to act quickly and firmly where nuisance or anti-social behaviour is reported, bringing all of the skills and experience of its in-house Legal Services and Enforcement Team to bear. Section 11 gives more detail about what is proposed.

### **Securing neighbourhoods**

Working closely with its joint venture partner, Safeguard Security Solutions, RBH would continue to commit resources into alarm provision, concierge and door entry systems, security lighting and CCTV schemes so that residents of our estates and flats feel secure in their homes and neighbourhoods.

### **Supporting all of our tenants**

RBH appreciates that some of its tenants need support so that they can make a success of their tenancies, and is committed to supporting those new tenants so that they can settle in quickly to their new homes. It



would develop its pre-tenancy programme which would be offered to new tenants so that they can learn about budgeting, tenants' obligations, living independently and managing a home. RBH would continue to support the successful Furniture Re-Use Scheme currently based at College Bank with the aim that more tenants are helped with a wider range of essential items, as they move into their homes.

## **Managing your tenancy**

RBH knows that its tenants want to live in well maintained, secure and energy efficient homes, and safe and attractive neighbourhoods. Its front line employees would be available to talk to and advise all tenants about what's expected from them in their tenancies, and to support them in keeping their homes and neighbourhoods good places to live.

RBH would be committed to ensuring that the repairs service received by tenants is prompt, efficient, courteous, provides value for money, and complements the planned maintenance programme mentioned elsewhere in this document.

It is very important that RBH collects as much of its rent as possible so that it can provide the best services for its tenants, and would continue to remind all tenants about this obligation. It would take steps to intervene quickly if any tenant has problems in paying their rent, with its Money Matters Team providing debt advice and welfare benefit information as required, and giving tenants the opportunity to make arrangements to pay off any rent arrears.

## **Financial capability**

The Money Matters Team would also provide support for tenants wishing to access affordable credit through organisations such as Manchester Credit Union, information about affordable home insurance and help for tenants with access to good quality basic banking facilities, all to improve their ability to manage their finances better.

## **Caretaking and cleaning**

It is important that caretaking services are maintained and improved for those tenants who receive them. Litter picking, sweeping, prompt disposal of rubbish and treatment of weeds are important to tenants, and the work that has already been carried out in improving the quality of caretaking and cleaning services would be further enhanced if the transfer goes ahead.

## **Allocations and empty homes**

If the transfer goes ahead RBH would work with the Council to provide an effective advice and guidance service for applicants wishing to be rehoused, and develop its housing options services so that its Rehousing Team can provide guidance for a wide range of housing problems.

RBH would continue to operate the Council's HomeChoice choice based lettings scheme with all applicants applying in the same way as they do at present. The transfer policy would remain as it is now and access to initiatives to help council tenants move more easily around the Greater Manchester area would still be available to RBH tenants. Rights of exchange would continue as now, with this being included in the terms of the new tenancy agreement.

RBH is keen to promote further its successful 'under occupation' scheme helping those who wish to move to a smaller property, to save on heating costs for example, and ensuring a family in need of a home can move into the released larger property.

Empty homes would be relet as quickly as possible so that neighbours have to live alongside these properties for as short a time as possible. The standard of all empty properties would be monitored closely so that they are suitable for occupation when ready to be let.

### Supporting employment and training

If the transfer goes ahead RBH would look to set up a permanent facility for training as many of its tenants and young people as possible, in order to equip them with the skills and aptitude to gain employment. This facility would also be used to help employees develop their skills to improve services.

RBH's investment in improving existing homes and building new ones would be used to create more apprenticeships and traineeships. These would be made available to local people, building on the successful track record of previous years, which has seen many young people graduate to full time employment with RBH or elsewhere.

Work to improve the environment of estates and neighbourhoods would be encouraged and the involvement of tenants in paid work and volunteering would be a central aim of RBH's employment strategy.

### Energy efficient homes

Another key priority for the new Mutual RBH would be making the most efficient use of homes and their heating and lighting, with tenants being able to get the best energy and fuel deals, whilst running their homes with as low carbon impact as possible.

RBH would explore new ways of providing and distributing energy to its tenants, taking advantage of incentives and opportunities to create savings through cheaper and more efficient energy use and production.

Investment in existing and new homes such as high insulation standards and good quality windows would help to make homes warmer and help to minimise the cost of heating and lighting.

### Transfer Facts

- RBH would make energy efficiency in homes a key priority
- RBH would seek to maintain and improve on its high service standards



# SECTION 11

## STRENGTHENING YOUR COMMUNITIES



### 60 Second Summary

- RBH would be committed to providing better opportunities for local involvement
- RBH would continue actions to deal with ASB and Community Safety
- RBH would continue current approaches to supporting communities including environmental works and community caretaking as well as the Money Matters Team and community support activities
- RBH would plan to continue to lead and support council regeneration priorities
- Transfer to RBH would help bring investment to develop new affordable homes – funding may not be available for this if transfer does not go ahead
- Investment in new and existing homes would be used to boost local jobs, apprenticeships and training opportunities

Creating and sustaining thriving neighbourhoods would be a vital role at the heart of RBH following transfer and especially when it becomes a new mutual. RBH knows from the Council's recent all-tenants survey and from its work with tenants that different issues affect different communities. There is no 'one size fits all' approach that would meet the needs of different neighbourhoods. Over the past year RBH has been developing a neighbourhood investment approach to better understand the positives and the challenges affecting each RBH managed neighbourhood so that it can effectively tailor an approach that meets the needs of each estate. The investment approach to neighbourhoods covers a range of activities relating to the homes, the environment and living and working in each area. Current services include action to tackle anti-social behaviour, Environmental Works, Community Caretaking and the Money Matters Financial Inclusion Team. The neighbourhood investment approach brings these together with the Housing Options Service and plans for future investment – to provide the right actions and activities that each community needs to thrive.

The increased local involvement and focus on local approaches that RBH would bring would build on this and enable continuing investment to support existing services and develop those that tenants have indicated

are most needed in their community. RBH would continue to play a lead role in the Council's Tackling Deprivation Together strategy, which aims to increase economic and social well being in the borough.

## Neighbourhood investment

RBH has been developing its neighbourhood investment strategy and would continue to build on this. Informed by tenants, this approach brings together a range of indicators to show evidence of the different factors that impact on each estate; satisfaction with and condition of homes, the people that are living in the area, environmental indicators and the kinds of businesses and services in each area. RBH'S approach would bring this information together with the menu of options that might help strengthen the area, including tackling anti-social behaviour, building new homes, investing in properties, regeneration, working with young people in local schools, dealing with dog fouling, supporting tenants into employment, supporting older people (and many more). Together with tenants, and in consultation with other residents, RBH would develop a plan for each specific area, which would include working with the Council and other partners and the voluntary sector to develop an approach that targets investment where it would be most effective.

## Regeneration

There are some estates where major regeneration needs have been identified. Some national programmes, which were supporting regeneration locally, are no longer able to provide funding. It can be challenging for communities to live through some of the major changes associated with





regeneration, such as the demolition of properties or having to move home. RBH's initial priorities would, therefore, be those areas of Kirkholt and Heywood where regeneration is already underway but Government funding to complete the planned programme has ended. This regeneration approach would seek to build on the opportunities these areas offer to provide quality new homes and work to ensure that areas are not blighted by part completed regeneration projects. RBH and the Council would work closely together to support the regeneration priorities for the borough, making sure any additional investment that the Mutual RBH is able to bring in for regeneration is targeted to the right areas identified through the priority areas master plan for the borough.

As well as physical improvements RBH would continue with its approach of supporting the community in identified neighbourhoods through the Priority Areas Team, maintaining the drop-in facilities in Kirkholt and Lower Falinge and supporting a range of community support activities. Tenants would be closely involved in developing the priorities for activities which currently include support for health and wellbeing, employment and training, activities for young people, and getting involved in helping to brighten up areas through flower planting for example.



## Community safety

RBH supports Police outposts on its Falinge and Kirkholt estates, and works in schools with approaches such as Community Kids activities and the award winning 'Prison! Me! No Way!' projects.

RBH already explores many ways of identifying sources of external funding which can support community activities, both in these priority areas and across other communities, linked to its neighbourhood investment approach.

## New homes

Via charitable subsidiary Brighter Horizons, RBH has recently completed the first new affordable homes for rent at Croft Street and Dover Street. Work is now underway for 36 further new homes in Kirkholt. Tenant feedback shows strong approval for the type and quality of these new homes. In particular the type of homes that Brighter Horizons has completed, two bedroom bungalows and family homes, are in great demand. Brighter Horizons has also helped add to the stock of affordable homes for rent by the acquisition of five former Right to Buy houses, and three Mortgage Rescue houses, all family homes now managed by RBH.

If transfer goes ahead, the ability of the new Mutual RBH to borrow sufficiently, together with available grant funding from the Homes and Communities Agency, would be used to deliver much needed new homes in different parts of the borough. These new homes would help support the regeneration of key neighbourhoods and in other places help to meet local housing need and demand. RBH's focus for the five years following transfer would be on family homes and two bedroom bungalows. These would be built to 'lifetime homes' standards and, like the homes built

so far by Brighter Horizons, would meet high standards of environmental sustainability and help tenants to reduce their fuel bills. As part of this programme of new build, RBH would also look to deliver a new extra care scheme to provide new specialist homes for older people. The new mutual RBH would seek to make use of available grant funding to support the development of new homes.

In order to fund the building of new homes the Government has recently announced plans to introduce a new rental approach called 'Affordable Rent'. This would only apply to a small number of new tenancies, directly linked to providing additional homes, and means that landlords would be able to offer homes to tenants charging a rent of up to 80% of local market rate.

**If the Government introduces this policy it would apply whether your homes transfer or not but in any event it would not apply to existing tenants unless they choose to move to a new build property let at 'Affordable Rent'.**

## Jobs and apprenticeships

Tenants have told RBH that access to jobs and 'on the job' training needs to be a real priority for stronger communities. The investment from the new build programme and improvements to homes would be used to provide additional apprenticeships, training and jobs for local people. This would include placements via the contractors for new investment and direct placements supported by RBH. RBH would aim to provide two apprentice or trainee places for each million pounds of investment in existing and new homes.

RBH would work towards increasing the provision of training, developing links with

local employers and training providers, and directly delivering training to support tenants to develop the skills and experience they need to access work. The successful partnership with Groundwork would be developed so that young people from RBH's estates can contribute to improving the environment whilst gaining essential work skills.

The successful recruitment of an employment advisor in 2010, who identifies individual employment barriers to work and helps find solutions to these, means that RBH is well linked in to local employers. The advisor helps place tenants into jobs and supports job clubs to enable tenants to access work and training.

## Environmental audits

Within the first year after transfer RBH would carry out a new Environmental Audit of every estate and, linked to the neighbourhood investment approach, work with tenants to produce a new five year programme of environmental improvements.

## Pride in communities

The Council knows that too often there is negative media coverage of 'council homes' or 'estates'. RBH would work with tenants to identify positive news stories about RBH tenants and communities and supply them to the relevant media. RBH would continue to fund activities on its estates run by you and for you. Members of the new Mutual RBH would have a strong say in which activities are needed in which areas. The investment to strengthen communities, the work with young people and the local involvement approach would support RBH in its aim to ensure all of its neighbourhoods are places that tenants are proud to call home.

# SECTION 12

## MEETING EVERYONE'S NEEDS



### 60 Second Summary

If the transfer goes ahead:

- RBH would be able to invest more in improving services for older people. This would be through sheltered and extra care housing, innovative networks of support and recreation, and special help with repairs and maintenance
- Black and minority ethnic (BME) tenants and those with disabilities would receive services more tailored to their needs
- The disabled adaptations budget would be greater than if homes stay with the Council
- RBH would aim to offer children and young residents help and advice with: being a positive force in communities; opportunities for training and work experience; and support with preparation for being a tenant

RBH would ensure that it delivered excellent quality services for all of its tenants and customers and that the differing needs of all groups were provided for.

### Services for older people

As an increasing number of the population of the borough grows older, RBH is committed to providing as much help as possible for its older residents, as well as opportunities for them to be involved in their communities and in mutual activities. A transfer would not only mean that older people's accommodation would be improved and new homes developed, but the range of services available to older tenants and their families would also be enhanced. More disabled adaptations, better assistive technology and alarm provision, services to support independence and well-being through RBH's supported housing service; these would all be at the top of the new Mutual RBH's priorities. RBH would also establish better links with other service providers to ensure that what was available was properly 'joined up'.

### Sheltered housing

The Council is proud of the quality of its sheltered housing and after the transfer RBH would continue to invest in provision of this type of accommodation. The growing elderly population in the borough would mean that the demand for sheltered housing would increase and RBH's schemes would continue to be popular. Therefore there would be a programme of improvements to individual flats and bungalows in sheltered schemes, as well as to communal facilities. This would include the most up to date assistive technology and personal contact systems, which would ensure the safety of residents whilst maintaining their independence.

RBH, with the support of the Council, intends to bid for Government funding to help develop an extra care scheme in the borough. This would help to meet the needs of those elderly people for whom sheltered housing does not provide sufficient support.

### Promoting the use of IT

It is becoming widely recognised that engaging with IT can be a key way in which older people can remain socially active and can help promote independence. RBH would encourage older tenants to use IT by providing access to computers and training so that more older people can benefit from online services.

### The CIRCLE model

RBH values the contribution that many of its older tenants already make to their communities and to RBH through tenant involvement. At the same time it is clear that many tenants are concerned about the future care needs of older people, whether for themselves, their parents or other relatives, friends and neighbours. The care and support available is increasingly targeted at only those with the very highest level of





need. Often the support that older people need is companionship, shared activities and support with practical tasks such as shopping or gardening. Older people are particularly vulnerable to becoming isolated, through loss of friends and family, loss of mobility or loss of income, and that all too often leads to loneliness. Not having the support networks in place or the opportunity for companionship can mean that older people are not able to contribute to their fullest extent, and they are more likely to become depressed and unwell and ultimately in need of more care.

In response to the issues mentioned above, RBH aims to introduce the CIRCLE approach to older peoples' health and well being, which is working so well in other areas where it has been introduced, for example Southwark in London.

The new RBH Mutual would work with the Council to support development of a 'Circle' type model. 'Circles' are membership based and it is the older people themselves who shape the service solutions they need to live the lives they want to live, from their fifties to their nineties and beyond. The 'RBH Mutual Circle' would deliver flexible help with life's practical tasks (from DIY to gardening to technology), an opportunity to learn, and a social network for building and maintaining relationships around shared interests and hobbies. It would do this by allowing those that seek support in some areas of life to provide help to other members, in other areas of life.

The 'RBH Mutual Circle' would use the co-operative ethos and wider membership base to help support the networks through Neighbourhood Helpers. These are people of all ages who could share their talents and skills. Each of them is CRB and reference

checked. This help could range from lending a hand with the garden to attending a concert or sporting event with others who share the same interests. It would also enable older people to use their own skills and experience to help others, from knitting to household budgeting to helping someone else develop a new skill or hobby.

This new approach would help improve quality of life and well being and new relationships and friends, helping our older tenants to be better connected and supported.

## **Additional help and support**

### **Maintaining your home**

RBH is exploring the potential for enhancing the repairs service currently provided for elderly and disabled tenants, by offering a handyman service. This service would be limited to tenants over 65 or tenants in receipt of disability benefits. The service would be offered on a labour free basis with the tenant only paying for materials, with all minor jobs taking no more than 2 hours would be considered.

As part of this, RBH would also look to enhance the response times and offer a bespoke emergency repairs service to tenants over 65. Examples are

- No light in kitchen or bathroom
- Faulty toilet flush
- Faulty security lock

## Transfer Facts

- RBH would be able to invest more in improving homes and services for older people
- RBH would maintain funding for disabled adaptations
- RBH would continue to promote good citizenship amongst children and young people

## Planned maintenance programmes

RBH would help elderly and disabled tenants, particularly in relation to works in Sheltered Housing schemes, by having the following procedures for planned maintenance:

- Open days to enable tenants to meet the Contractor, choose samples of the materials to be installed in their home and discuss any special access or other arrangements that need to be put in place
- Provision of weekly surgeries in conjunction with the contractor to review arrangements for tenants
- Special respite care during the works where needed
- Temporary removal, storage and return of tenants' items where necessary for the works to be carried out
- The redecoration of a tenant's home to

"make good" following completion of the works (if required)

For black and minority ethnic group tenants:

- RBH would ensure that all tenants are consulted in a similar way and on request make the information within all correspondence available in community languages and ensure a translation service is available where needed
- The service delivered during the consultation and implementation of any refurbishment works takes into consideration the tenant's culture and religion

## Supporting people with disabilities

- The work of the Disability Working Party would continue with the group having a real say in how services are shaped and improved
- Documents and publications would be made available in Braille, large print and audio, where appropriate, to those that require this. Where appropriate, RBH would provide sign interpreters to enable tenants to communicate with staff
- Subject to funding, RBH would look to employ its own Occupational Therapist (OT) to facilitate quicker assessments times and make best use of adapted accommodation
- Providing an in-house OT would trigger speedier assessments and enable RBH to more accurately identify suitable housing options for those in need
- RBH would look to work closer with partner housing providers to make best use of adapted properties and to develop IT systems to 'match' people with appropriate accommodation



## Disabled adaptations

Investment in disabled adaptations would be maintained and RBH would seek to reduce the length of time people were waiting for these works to be carried out. Within its planned investment programme, £27 million would be allocated for disabled adaptations over a period of 30 years after transfer. RBH would work closely with support providers to make the best use of its already adapted accommodation and to enable moves to take place that help those with disabilities.

## Offering an accessible service for tenants from ethnic minority backgrounds

RBH would continue to work to ensure that all members of the community have equal access to all housing services.

In addition, resettlement support would be provided to tenants from minority ethnic backgrounds via post tenancy visits where any issues of harassment and neighbour nuisance are addressed.

RBH would work to promote sheltered accommodation to BME elders.

Interpreters and translated information would be provided for those that need them.

## Younger tenants and residents

As young people living in the borough grow up and move towards the time when they would be in a position to take on their own tenancy, RBH would be able to offer assistance in preparing applicants and new tenants to make a success of independent living via its pre-tenancy support packages. New tenants

would also have the Pass It On furniture Re-Use Scheme available to help them with essential items.

Besides continuing the successful apprenticeship and trainee programmes, particularly aimed at its own tenants and their families, RBH would also invest in more advice, guidance and signposting for its tenants from its Employment Advisor, giving them help to access training or find work. RBH wants to provide long term services for its tenants, and their families, for young children and teenagers, and young people looking for their first jobs, homes and independence.

## Children and young people

RBH would continue to develop its work to promote good citizenship amongst children and young people across the borough. This would include developing the RBH Community Kids programme and the Junior Wardens project. Community Kids is a programme of lessons for Year 5 and 6 children to promote positive behaviour.

Working closely with RBH staff, Junior Wardens learn about issues that can affect both them and the communities in which they live. From personal safety through to recycling and local history, these sessions help children to understand the world around them and gain valuable knowledge that would stay with them beyond childhood.

## Everyone

RBH would constantly strive to ensure that it has up to date and accurate information about the needs and preferences of all of its tenants. This information would be used to help shape and tailor services.

# SECTION 13

## THE NEXT STEPS



### 60 Second Summary

- This document, which sets out all the details of the Council's transfer proposal, is called a Stage 1 Notice
- You will have lots opportunities to discuss and comment on this document
- Tenants can give their views on the proposal using the free to post reply card in this pack
- The Council will consider any response it receives
- You will be sent another letter after the Council has considered the views received. It would inform tenants of any significant changes to the proposal and whether the Council has decided to proceed to a ballot. This is called a Stage 2 letter



## What is the timetable for consultation?

### Stage 1 Consultation

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

### Consideration of your comments

Included in this pack is a free to post reply card for your comments. Please take the time to complete this card and return it to the Council.

The Council will consider your comments on the transfer proposal and decide whether its proposal needs to be changed and whether it wishes to go ahead with the ballot of all the Council's secure and introductory tenants.

### Stage 2 Consultation

The Council will send you a letter called the 'Stage 2' letter. This will describe what, if any, significant changes have been made to this proposal and whether it has decided to go ahead with the ballot. It will also explain your right to make representations to the Secretary of State for Communities and Local Government.

### Confidential ballot

If the Council decides to go ahead with the ballot, an independent organisation would carry out a **confidential ballot** over a 4 week period. Every secure and introductory tenant would have the right to vote. This means that joint tenants would each have a separate vote and ballot paper. Neither the Council nor RBH would know how you had voted.

If the ballot is in favour of transfer, and the Council agrees to go ahead, it will write to all tenants that it will proceed with the transfer and explain the tenants' right to make further representations to the Secretary of State for Communities and Local Government.

The Council must get the consent of the Secretary of State for Communities and Local Government before transfer can take place. If all this happens, it is planned for the transfer to take place in 2012.

## Legal requirements for tenant consultation

The law states that councils have to consult their secure and introductory tenants about proposed transfers of council housing, which is set out in Section 106A and Schedule 3A of the Housing Act 1985 (as amended). The Council and the Secretary of State 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 RBH direct on 0845 070 5170.

At this stage, the Council must give you a notice informing you of:

- Details of the proposal, including the identity of the organisation to whom the transfer is to be made
- The likely consequences of the transfer
- The effects of the provisions of Schedule 3A Housing Act 1985 and, in case of secure tenants, of Sections 171A to 171H Housing Act 1985(Preservation of Right to Buy on Transfer)

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

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

- The Council must first serve on you a notice (the Stage 1 Notice) giving you the information listed above

### This Offer Document forms the Stage 1 Notice

- The Council will consider any comments received by the date given in the covering letter from the Council's Chief Executive; and after considering your views, the Council must serve a further written notice on you (the Stage 2 letter) informing you of any significant changes and its decision. When this happens you may write to the Secretary of State for Communities and Local Government with any objections to the proposal within 28 days. This 28-day period begins when the Council's Stage 2 letter is sent to you

The Secretary of State for Communities and Local Government is required to take objections into account in considering any application from the Council for the necessary consent to transfer.

## Transfer Facts

- Transfer can only go ahead if the majority of tenants voting – vote 'yes'
- Your views on this document are welcomed so please use the free to post reply card and let us know



# SECTION 14

## YOUR TENANCY AGREEMENT



### 60 Second Summary

- Tenants' current key rights and entitlements would be protected in their new assured tenancy agreement from RBH
- The conditions of the assured tenancy agreement (except for annual increases in rent and other charges) could only be changed with a tenant's individual written consent
- The agreement details payment of rent, RBH's obligations, tenants' obligations, rights and grounds for possession
- The new tenancy agreement has been prepared with the involvement of the Rochdale Borough Tenants' Panel

## What is in this section?

This section contains a form of the tenancy agreement which has been developed in consultation with tenants and has been designed to ensure that if the transfer goes ahead the transferring tenants' key rights are protected.

This section also explains who would be granted the new tenancy agreement and what would happen to introductory tenants.

## The new tenancy agreement

The new tenancy agreement, substantially in the form contained in this section, would be issued as soon as possible after the transfer to each transferring secure tenant except:

- Where tenants have a valid Possession Order in force against them
- Where tenants have been served with a valid Notice of Intention to Seek Possession
- Where tenants have ongoing possession proceedings at the time the transfer takes place
- Where tenants have been issued with a Demotion Order

In these cases, the new tenancy agreement, substantially in the form contained in this section, would be issued if:

- The Possession Order is discharged
- The Notice of Intention to Seek Possession is withdrawn or expires
- The court decides when finally determining the proceedings not to make a Possession Order

- The tenant complies with the terms of the Demotion Order and the demotion period comes to an end

In these circumstances such tenants would become assured tenants of RBH like all other remaining tenants.

RBH 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.

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

## What about introductory tenants?

If the transfer goes ahead introductory tenants of the Council would become assured tenants of RBH once their initial term of 12 months has been satisfactorily completed. At this stage they would be offered the same tenancy agreement as the transferring secure tenants of the Council, unless they have been issued with a valid notice of possession proceedings (see further above).



## Assured tenancy agreement

**This agreement is between you and Rochdale Boroughwide Housing Limited.**

When signed this document becomes a legal document between you and Rochdale Boroughwide Housing Limited. You should only sign this document if you agree to keep to its terms. You should read this document carefully before signing it. If there is anything which you do not understand, you can ask a housing officer. If you prefer

you can get independent advice free from the Citizens Advice Bureau or a Law Centre. You may be entitled to free advice from a solicitor.

The address of the property covered by the agreement:

- The property is with/ without communal areas (delete as appropriate)
- The property is furnished/ unfurnished (delete as appropriate)
- NB For Furnished Property- Complete separate inventory page

<b>Tenancy Reference Number:</b>																			
----------------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

<b>The full name(s) of the tenant(s) ("YOU") are:</b>	
(1) Mr/Mrs/Miss/Ms	(2) Mr/Mrs/Miss/Ms
(3) Mr/Mrs/Miss/Ms	(4) Mr/Mrs/Miss/Ms

The maximum number of people allowed to live in the property is:

<b>The charges at the beginning of this tenancy:</b>		
<b>net rent</b>		<b>£</b>
<b>service charge</b>		<b>£</b>
<b>other charges</b> (listed below)		<b>£</b>
Water Charge	£	
Supporting People Charge	£	
Furniture Charge	£	
Heating Charge	£	
<b>rent</b> (net rent + service charge + other charges)		<b>£</b>

<b>The services which we provide, for which you pay the service charge are:</b>

I will, in consideration of being granted this tenancy, pay to Rochdale Boroughwide Housing Limited in addition to the rent (which includes service charges and all other charges), the sum of £ \_\_\_\_\_ in accordance with the schedule attached, which is rent arrears (including arrears of service charges, water charges and other charges) in respect of a former tenancy at:...

This weekly assured (non-shorthold) periodic tenancy starts on: MONDAY

\_\_\_\_\_  
 (NB If in doubt obtain advice before Agreement is signed.)

**Tenant declaration**

The information which I gave in my application for a tenancy was and is still true.

I have read and understand the tenancy agreement and will keep to the conditions and have been given a copy.

I acknowledge receipt of \_\_\_\_\_ keys as detailed above and agree to return them at the end of the tenancy.

<b>Tenant's signature(s)</b>	
(1)	(2)
(3)	(4)
<b>Housing officer signature:</b>	
Date of Agreement: .....	

Rochdale Boroughwide Housing Limited operate policies designed to ensure that all tenants receive equal treatment regardless of their ethnic origin. In order to check that these policies are fully carried out, please indicate your ethnic origin. Your answers will be strictly confidential.



## **CONTENTS**

- 1 About the tenancy agreement
- 2 General terms
- 3 Your rights
- 4 Rent payment and other charges
- 5 Repairs
- 6 Nuisance and Anti-Social Behaviour
- 7 Use of the property
- 8 Animals
- 9 Gardens
- 10 Vehicles
- 11 Sheltered and other specialist accommodation
- 12 Furnished properties
- 13 Ending the tenancy
- 14 Definitions
- 15 Grounds for possession

## 1. About the tenancy agreement

- 1.1** This tenancy agreement ('the agreement') is a legal contract. By signing this agreement you are entering into a legal contract with Rochdale Boroughwide Housing Limited (a charitable industrial and provident society). When the agreement has been signed, the conditions become binding on you as tenant(s) and us as your landlord.
- 1.2** This agreement is an assured (non-shorthold) tenancy as defined in Part 1 of the Housing Act 1988. It is not an assured shorthold tenancy.
- 1.3** The tenancy is a weekly periodic one commencing at noon on a Monday.
- 1.4** As long as you occupy the property as your only or principal home you are an assured tenant. For so long as you remain an assured tenant we can only end the tenancy by obtaining a Court Order for possession on one of the grounds listed in Schedule 2 of the Housing Act 1988 (subject to clause 13.2).
- 1.5** This agreement describes the rights and responsibilities of both you and us.
- 1.6** If there is anything in this agreement that you do not understand you should ask a housing officer or seek your own independent advice from agencies such as the Advice Service, the Law Centre, and the Citizens Advice Bureau, or a solicitor.

## 2. General terms

- 2.1** Keeping to the terms of the agreement
- (a) You must keep to all the terms of this agreement.
  - (b) You must make sure that all your household members keep to the terms of this agreement as well.
  - (c) If you and your household members do not keep to the terms of this agreement we will consider this a breach of the agreement by you.
  - (d) You are responsible for your own behaviour and the behaviour of all your household members, visitors and pets.
- 2.2 Services (if any)**
- (a) We will provide the services, for which you will pay the service charge.
  - (b) We may change or remove the services or introduce new services for which a charge is payable by:
    - the written agreement of us and you; or
    - by us, after we have consulted with you by:
      - writing to you:
        - setting out the changes to the services we wish to make and or the new services we wish to introduce; and
        - giving you all relevant information to explain why we wish to make such changes and/or introduce new services and what effect this would have on you;



- giving you (or someone on your behalf) a reasonable period of time (we shall tell you what that reasonable period of time is when we write to you as this will depend on the circumstances) to make representations to us about our proposals;
- considering any representations made by you (or someone on your behalf) during that reasonable period of time; and
- then sending a notice to you:
  - setting out the changes we are making to the existing services and/or the new services ('the new services');
  - giving you all relevant information to explain why we wish to make changes and/or introduce new services and what effect this would have on you; and
  - stating the date on which the new services will take effect.

The new services will not take effect until at least 4 weeks' after the notice is sent to you.

If you do not wish to accept the new services you may end this tenancy as set out in clause 13.1.

### **2.3 Variation of Tenancy Terms and Conditions**

- (a) Any reference in this agreement to an Act of Parliament refers to that Act as it applies at the date of this agreement and also includes any later amendments and re-enactments.
- (b) Except for any changes in rent (including service charges and other

charges) and services, the terms of this agreement can only be changed by the written agreement of us and you or where required by law.

### **2.4 Our Permission**

- (a) Where you are required to obtain our permission under this agreement we will not be unreasonable in deciding whether to grant our permission and we will not unreasonably delay our response.
- (b) If we give our permission, we may set certain conditions. If you do not meet the conditions, we may withdraw our permission.
- (c) If we refuse our permission, we will give you reasons in writing.

### **2.5 Joint Tenants**

- (a) Each joint tenant is fully responsible for keeping to all the conditions of this agreement whether or not any other joint tenant keeps to the conditions.
- (b) If you are a joint tenant the whole tenancy will end if you or another joint tenant gives notice to end the tenancy.

### **2.6 Notices**

- (a) We will deliver all letters or notices by:
  - post to you at your property;
  - hand delivery to your property; or
  - post to your last known address.

We will assume that you have received all letters and notices within 5 business days if we posted them by 1st class (or similar) post, or within 24 hours if we deliver them by hand.

(b) You can serve any notices on us by:

- post; or
- hand delivery, to PO Box 69, The Old Post Office, The Esplanade, Rochdale OL16 1AE (or any replacement address that we give you notice of). This clause gives you notice under Section 48 of the Landlord and Tenant Act 1987 that this is our address for receiving legal notices and other communication arising from this agreement.

## 2.7 Complaints

- (a) If you feel that we have broken the terms of this agreement or you have a complaint about the housing service provided by us, please contact your housing officer in the first instance. Most complaints can be satisfactorily dealt with by your housing officer.
- (b) If you are not happy with the way in which your housing officer deals with the complaint we operate a formal complaints procedure. You can obtain details about this from your local housing office.
- (c) You can also obtain advice and information about legal remedies available to you from a Citizens Advice Bureau, a Law Centre or a Solicitor.
- (d) You can also complain to the Independent Housing Ombudsman, although you should first try to resolve your complaint through our complaints procedure.

## 2.8 Data Protection

- (a) We will comply with any relevant obligations in the Data Protection Act 1998 (as amended from time to time) including your right to see the information about you which we hold, as long as you pay a reasonable fee to us which will not be more than the maximum fee from time to time decided by Parliament.
- (b) We will also allow you access (as required by law) to other personal information which we hold about you, as long as this information was not provided to us in confidence. We will allow you to correct or record your disagreement with the information we hold.
- (c) We may disclose relevant information about you, members of your household and your visitors to your property to other organisations for the purposes of preventing and investigating crimes and catching and prosecuting offenders and all other purposes allowed by the legislation.

## 2.9 Charities Act

The property that is the subject of this tenancy is held by Rochdale Boroughwide Housing Limited, an exempt charity.

## 2.10 Rights of Third Parties

You and we agreed that the provisions of the Contracts (Rights of Third Parties) Act 1999 will not apply to this agreement, which means that none of the terms can be enforced by any other person.



## 3. Your rights

### 3. Generally

- (a) This agreement gives you the right to live in the property. We will not interfere with this right unless any of the following apply:
- we require access to your property under the terms of this agreement; or
  - we have obtained a possession order against you.
- (b) You have the right to see any of the details you have given us in connection with your application for a tenancy or a transfer. We may charge you for providing copies of these details.
- (c) You have the right to information from us about the terms of this tenancy and about our repairing obligations, our policies and procedures on tenant consultation, housing allocation and transfers, and our performance as a landlord.. A charge may be made for providing copies of these policies.
- (d) You have the right to be consulted on matters affecting your home and your tenancy before we introduce changes in matters of housing maintenance or management which are likely to have a substantial effect on your tenancy.

### 3.2 Succession

- (a) If you die, certain people, who are specified below may succeed to this tenancy. This right will not be available if you have already succeeded to this tenancy (either

under this clause 3.2 or similar succession provisions in a previous tenancy which we granted).

- (b) If you were granted this tenancy on transfer of your home from Rochdale Metropolitan Borough Council to us, we will not take account of any successions before the date of the transfer.
- (c) We will normally only allow one succession. We may allow further successions, at our discretion.
- (d) In certain circumstances (but not where the successor is your husband, wife, civil partner or partner (this includes same sex couples)), if the property is larger than the needs of the successor or has been adapted for an elderly or disabled person and the successor is not elderly or disabled, the successor will be offered suitable alternative accommodation.
- (e) People entitled to succeed to this tenancy:
- (i) If this tenancy is a joint tenancy, on the death of one of the tenants, the tenant who survives automatically becomes the sole tenant under this tenancy.
- (ii) If the tenancy is not a joint tenancy, on your death your husband, wife, civil partner or partner (this includes same sex couples) provided that he or she lived in the property as their principal or only home at the time of your death is entitled to succeed to this tenancy.
- (iii) If neither of the circumstances above apply, the tenancy of the

property may pass to a member of your family (as defined in clause 3.2 (f) below) provided that the family member occupied the property as their principal or only home for at least 12 months prior to your death.

- (f) For the purposes of clause 3.2 (e) (iii), a member of your family is one of your children, grandchildren, parents, grandparents, brothers, sisters, aunts, uncles, nephews, nieces, step relatives and adopted children.
- (g) If there is more than one family member who might be entitled to succeed to this tenancy under clause 3.2 (e)(iii), we will decide which family member will be entitled to succeed to the tenancy (if they cannot decide themselves within 3 months).
- (h) If inheritance rules do not allow a family member who qualifies under clause 3.2 (e)(iii) above to take over this tenancy, we may use Ground 7 to end this tenancy and grant that person a new tenancy of your home. If your home has been specially adapted and no one living in your home needs that adaptation or if your home would be larger than the person entitled to a new tenancy reasonably requires, we may offer them a tenancy of a more suitable home owned by us. The new tenancy will be on the same terms as this tenancy other than in relation to rent (including service charge and other charges) and succession.

### 3.3 Assignment

- (a) You must not assign this tenancy to another person unless:

- we consent to the assignment by exchange with another secure or assured tenant who has the consent of his/her landlord;
- the Court assigns the tenancy on the breakdown of your marriage or civil partnership; or
- you assign to a person who would be qualified to succeed to your tenancy if you died immediately before the assignment.

### 3.4 Subletting

- (a) You must not sublet part of the property unless you first get our written permission and provided that this does not result in the property being overcrowded.
- (b) You must not let sublet the whole of your property.

### 3.5 Lodgers

- (a) You have the right to take in a lodger provided that this does not result in your property being overcrowded and as long as you do not grant a sub tenancy.
- (b) You must inform us in writing as soon as reasonably possible if you take in a lodger and when a lodger leaves your property.

### 3.6 Exchange

You have the right to exchange the property with a tenant of a registered provider of social housing, but you must first get our written permission. We may only refuse permission on the grounds set out in Schedule 3 of the Housing Act 1985 (as may be amended or replaced from time to time).



### 3.7 Preserved Right to Buy

- (a) 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.
- (b) 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.
- (c) If you die, the person who takes over the tenancy under the succession rights in clause 3.2 above will also take over your Preserved Right to Buy (if you had that right).
- (d) You will not be able to exercise the Preserved Right to Buy your home if you live in sheltered housing, or other housing excluded from this legislation.
- (e) To avoid doubt, if you became the tenant under this tenancy following an exchange (under clause 3.6 above), you do not have a Preserved Right to Buy unless you had that right under a previous tenancy which we granted to you.

### 3.8 Right to acquire

You have the right to acquire your home under the Housing and Regeneration Act 2008, unless you live in sheltered housing or other housing excluded from this right by that legislation, in which case you will not be able to exercise this right.

### 3.9 Preserved rights

So far as possible, we agree to give you the rights in clauses 3.1 (c) – 3.1 (d), 3.4

– 3.6 and 5.1 (f) and 5.4 (e) as they apply to a secure tenant of a council landlord and as if Sections 92 – 101, 104 – 106 and Schedule 3 of the Housing Act 1985 applied to this tenancy.

## 4. Rent payment and other charges

### 4.1 Payment of Rent

- (a) You must pay your rent, which includes water charges and all other charges for the property, such as service and support charges, on time.
- (b) Your rent is due every Monday in advance. You must pay your rent every week, or at any other interval that we agree with you.
- (c) If you are joint tenants you are each responsible for all the rent, rent arrears and other charges for the property. We can recover all rent arrears and other charges owed for the property from any individual joint tenant.
- (d) You must pay any amount shown in this agreement which is arrears of rent and other charges from any former tenancy.
- (e) If you do not pay your rent or other charges or arrears which relate to the former tenancy and which you have agreed to pay when you were granted this tenancy, we may take legal action against you and you may lose the property. You may also have to pay the costs of any such legal action.
- (f) We may deduct any money you lawfully owe us from any money we owe you.

- (g) When your tenancy ends you must pay us any money you owe us immediately.
- (h) There may be four non-payment weeks per year (sometimes known as 'rent free weeks') when you do not have to make payment unless you have arrears. We will tell you at the start of the year which weeks are 'rent free weeks'.

#### 4.2 First Net Rent Increase

- (a) We may increase your net rent with effect from the first Monday in April following the commencement of this tenancy ('the first review date') by serving you with a notice specifying the new net rent payable. We will serve the notice at least one calendar month before the first review date.
- (b) The net rent will not be increased by more than the change in the rate of inflation (if positive) plus one half percent (0.5%) plus £2 per week.
- (c) The rate of inflation is measured by the change in the Retail Prices Index (all items) over the twelve month period ending with the date of publication of the figure for the Retail Prices Index for September immediately preceding the rent increase date. If this index is no longer published or the basis of the calculation changed then we would choose another index which reflects the changing value of money and would act reasonably in our choice.

#### 4.3 Subsequent Net Rent Increases

After the first net rent increase, we may increase the net rent once each year in accordance with the provisions of Sections

13 and 14 of the Housing Act 1988. We will give you, not less than one calendar month's notice in writing and the notice will specify your new net rent. You have the right to refer that notice to the rent assessment committee under Sections 13 and 14 of the Housing Act 1988.

#### 4.4 Service Charge Increases

- (a) If you pay a service charge we may change the service charge:

- usually with effect from the first Monday in April each year; and
- at any time where there is a change in the services,

by giving you at least one calendar month's notice in writing of the change. The notice will specify the new service charge and the date the new service charge is due.

- (b) When setting the service charge we will:

- estimate the sum we are likely to spend in providing services to you over the coming year; and
- take into account any surplus or deficit from previous year once we have calculated the actual costs of providing the services to you and the property.

- (c) Once we have calculated the actual costs incurred, we shall certify any surplus or deficit and provide a copy of the certificate to you. 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.



## 4.5 Other Charges Increases

- (a) If you have any other charges, we may change the amount at any time by giving you at least one calendar months' notice in writing of the change. The notice will specify the new amount and the date the amount of other charges are due.
- (b) When setting the other charges we will take into account actual costs incurred in providing the relevant services, including any surplus or deficit from previous years when you or a previous tenant lived in the property.

## 4.6 Decreases

We may decrease the rent, or any part of it, at any time by giving you notice in writing.

# 5. Repairs

## 5.1 Our Responsibilities

### (a) Structure and Exterior

We will maintain and repair the structure and exterior of your property. This means that we will maintain:

- chimneys;
- roofs;
- gutters;
- external pipes;
- ceilings;
- windows;
- walls;
- doors;
- skirting boards;
- floors (but not floor coverings);
- drains;
- foundations;
- steps; and
- other means of access.

### (b) Fixtures and Fittings

We will keep all fixtures and fittings supplied by us for the supply of water, gas, electricity and for sanitation in repair and proper working order. This includes items such as fires, boilers, central heating systems etc. We are not responsible for other fixtures and fittings and appliances for making use of the supply of water, gas and electricity if you have installed these yourself (for example washing machines and cookers), although we reserve the right to inspect such items periodically to ensure they meet health and safety requirements.

### (c) Shared/Communal Areas

Subject to you paying any service charge, we will maintain and repair any shared and communal areas and amenities in our control and possession. This means that we will maintain:

- entrances;
- halls;
- stairways;
- passages; and
- lifts,

unless they form part of the property.

### (d) Furniture

We will keep in repair any furniture that we rent to you with the property.

- (e) We will not be responsible for damage caused by you or your household members or visitors to your property, any shared/communal areas, or any of our fixtures, fittings and furniture.

- (f) You have the right to have repairs carried out to the property as if Section 96 of the Housing Act 1985 (as amended) and the Regulations made under it applied to this agreement.

## 5.2 Your Responsibilities

- (a) You must report any repairs that we are responsible for (see clause 5.1 for a list of our responsibilities) to us as soon as reasonably possible.
- (b) You are responsible for repairs which are necessary because you did not report a repair to us, either at all or promptly.
- (c) You will be responsible for repairs to our fixtures, fittings and furniture damaged by you, anyone living with you or visiting you, caused through neglect, deliberate or careless acts.
- (d) You are also responsible for repairing, renewing or replacing the following items:
- cracked and/or broken windows/glazing, unless this was caused by a structural fault or an act of vandalism or criminal damage that has been reported to the police and a crime number obtained;
  - window locks;
  - plugs and chains in sinks, baths and wash hand basins;
  - door chains, door locks, door numbers and letter boxes; and
  - lost or broken keys to the property doors and windows,
  - except that if repairs are required prior to the commencement of the

tenancy, in which case we will be responsible for those repairs.

- (e) You must pay for the cost of clearing blocked drains, toilets or waste pipes if the blockage is caused by the deposit of unsuitable refuse (for example disposable nappies) and/or neglect or carelessness by yourself, your household members and/or visitors.
- (f) You are also responsible for:
- non communal TV aerials;
  - any damage caused by forced entry made at your request;
  - plumbing in washing machines and repairing and maintaining extra pipework; and
  - repairing and maintaining your own equipment, such as cookers and washing machines.

## 5.3 Internal Condition

- (a) You must keep the internal condition of the property to a reasonable standard at all times.
- (b) You must not apply artex or any form of polystyrene tiling, coving or similar materials to the walls or ceilings.
- (c) You must not fit laminate flooring unless you first get our written permission.
- (d) If you use any of the above materials without our written permission and we damage them while carrying out repairs and improvements we will not give you compensation for any damage.



## 5.4 Alterations

- (a) You must not make any structural or building alterations, adaptations, or improvements to the property without our prior written permission.
- (b) You must not fit a satellite dish or any similar form of electrical apparatus to the property without our written permission. You must make good any damage caused to the property by fitting a satellite dish or similar electrical apparatus.
- (c) You must not, without our written permission, make any changes to or additions to the installations for heating space and/or water, or for the supply of water, gas, electricity and for sanitation.
- (d) All work carried out at the property must be carried out by a qualified and competent contractor, for example a Gas Safe registered gas engineer and NICEIC approved electrical contractor. If we give our written permission for structural changes, you may still need to get planning permission and must comply with relevant building regulations.
- (d) We agree to give you the right to make improvements and receive compensation for them on leaving the property as if Sections 97, 98, 99, 99A and 99B of the Housing Act 1985 (as amended) applied to this agreement.

## 5.5 Recharging

- (a) You are responsible for repairing and maintaining all improvements and fixtures you install at the property. These improvements will

become our property when you move out. If you take them with you when you move you must put the property back to the way it was before you improved it. If you do not then we may charge you for any necessary works.

- (b) We will charge you for the reasonable costs of removing any fixtures that you have installed at the property without our written permission and any damage caused as a result.
- (c) You must carry out any repairs to the property or any other property belonging to us at your own cost if those repairs are needed because they were deliberately caused by you, your household members and/or your visitors or by your own neglect or carelessness. If you do not, we may carry out the work and charge you for the reasonable cost of this work.

## 5.5 Servicing – Gas Appliances

We will maintain in a safe condition all gas appliances at the property except gas appliances fitted by you without our written permission, which will be deemed to remain your personal property.

## 6. Nuisance and Anti-Social Behaviour

**6.1** You, your friends and relatives and any other person living in or visiting the property (including children) must not:

- (a) Do anything which causes or is likely to cause a nuisance, annoyance or disturbance to any person in the local area.

- (b) Use the property for any criminal, immoral or illegal purpose, including growing, cultivating, selling, storing, or using any illegal drugs or storing or handling stolen goods.
  - (c) Harass anyone in the local area because of his or her age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex and sexual orientation.
  - (d) Harass or threaten to harass or use violence towards anyone in the local area.
  - (e) Harass or threaten to harass or use violence towards employees of us or our agents or contractors.
  - (f) Inflict domestic violence, threaten violence or use mental, emotional or sexual abuse against your partner, ex-partner or another member of your family or household.
  - (g) Do anything which interferes with the peace, comfort or convenience of other people living in the locality of your home, or in the surrounding area, neighbourhood, estates or properties, businesses or roads or in any shared areas or parking areas.
- 6.1** You, your friends and relatives and any other person living in or visiting the property (including children) must not engage in any nuisance and anti-social behaviour. This includes but is not limited to:
- (a) Using or threatening to use violence;
  - (b) Intimidation;
  - (c) Using abusive or insulting words or behaviour;
  - (d) Damaging or threatening to damage another person's home or possessions;
  - (e) Taking part in any racist actions or behaviour. A racist action is any action which the victim or any other person considers to be racist;
  - (f) Playing loud music;
  - (g) Banging and slamming doors;
  - (h) Allowing or inciting dogs to bark in such a way as to cause a nuisance;
  - (i) Causing damage to any property or premises belonging to us or our agents by graffiti or any other means;
  - (j) Dumping rubbish;
  - (k) Using fireworks in such a way as to cause nuisance or distress to any other person and/or their pets;
  - (l) Setting bonfires in such a way as to cause nuisance and distress to any other person and/or their pets;
  - (m) Keeping or using hazardous materials in the property or in any shared areas;
  - (n) Graffiti and vandalism;
  - (o) Throwing things out of windows or off balconies;
  - (p) Leaving used syringes in an area where people can come into contact with them;
  - (q) Prostitution;
  - (r) Dealing in pornography; and



- (s) Breaking shared security rules by, for example allowing strangers to get into the building. You must not interfere with security and safety equipment in communal blocks, for example by jamming communal doors open.

**6.3** You must not drive motor vehicles or pedal cycles on the estate in such a way as to cause a nuisance, distress or intimidation to any other person.

**6.4** We will offer you help and advice if you are the victim of nuisance, anti-social behaviour, harassment or domestic violence.

## **7. Use of the property**

**7.1** You must use the property as your only or principal home.

**7.2** You must use the property and our fixtures and fittings in a tenant-like and responsible manner.

**7.3** You, your friends and relatives and any other person living in or visiting the property (including children) must not use the property other than as a private home.

### **7.4 Temporary Absence**

(a) You must notify us in writing before being absent from the property for a period of more than thirty consecutive days. If you are absent from the property for more than this period, you must take such steps as we reasonably require, to keep the property secure in your absence.

(b) If your job or some other reason means that you are often away for long periods you should tell your housing officer.

(c) If you fail to notify us of any long absences in accordance with clause 7.4 (a) above, we may conclude that you have surrendered your tenancy.

### **7.5 Business Use**

(a) You must not run a business from your property without our written permission.

(b) We will not allow you to run certain types of businesses from your property, including, but not limited to:

- car repair and maintenance businesses;
- any business where you would have to use an industrial sewing machine, other machinery or controlled or dangerous substances;
- shops or businesses where customers would have to visit the property; and
- any business that would mean more than your own personal vehicle being parked outside the property, for example a taxi or private hire vehicle

(a) If, after we give you permission, the business causes a nuisance, we may withdraw our permission. We will give you written notice of this.

(b) You must not carry on or advertise any trade or business at the property without the necessary permissions (from both us and the local authority).

### 7.6 Dangerous Use and Criminal Activity

- (a) You and/or your household members must not use the property for any purpose which may cause a danger to any other person.
- (b) You must not use the property for any criminal, immoral or illegal purpose, including growing, cultivating, selling, storing or using any illegal drugs, or storing or handling stolen goods.
- (c) You must not interfere with any equipment for detecting or putting out fires in the property.
- (d) You must not interfere or tamper with any meters either within or attached to your property or any other property.
- (e) You must not throw anything through the windows of the property or off the balconies or stairwells.
- (f) You must dispose of used syringes safely. You must not leave or place used syringes anywhere inside or outside the property where they may cause harm to anyone including other residents and our employees, agents or contractors.

### 7.7 Inflammable materials

- (a) You and your household members and visitors must not keep or store dangerous, offensive or inflammable materials at the property including in the garden area and outbuildings and any balconies (except for normal household and domestic items).
- (b) You must not store or use any appliances that are powered by petrol, diesel or paraffin in the

property, except lawn mowers and garden strimmers.

- (c) You must not store or use any vehicles that are powered by petrol, diesel or paraffin in the shared and communal areas or any marked escape route.

### 7.8 Portable heaters

You must not use any portable heater which burns oil, paraffin, gas or other combustible fuel inside the property.

### 7.9 Hygiene

- (a) You must keep the property clean and tidy. If you don't, we will charge you our reasonable costs for any work we need to do because of this, such as removing rubbish.
- (b) You must keep the property free from bad smells. This does not include cooking smells.

### 7.10 Vermin and pests

- (a) You must keep the property free from rats, mice and other pests. You must tell the Environmental Management Service immediately if your property becomes infested with rats, mice or other pests.
- (b) You must not feed pigeons outside the property, including on balconies or in shared areas.

### 7.11 Shared and Communal Areas

- (a) You must keep all shared and communal areas and lifts clean and free from any obstruction and rubbish, which includes recycling materials. You must not leave any personal belongings or refuse in these areas.



- (b) We will remove anything you leave in the shared and communal areas and may charge you our reasonable costs for doing so.
- (c) You must ensure that all front and back shared doors are kept closed and secured at all times for the safety and security of all residents.
- (d) You must not wedge, tie or otherwise hold open (except as reasonably needed for access) or replace any fire doors in any shared or communal area.

## 7.12 Access

- (a) You must allow us and our employees, agents and contractors, access to your property:
  - to inspect the condition of your property and any of our fixtures, fittings and/or furniture;
  - to carry out any repairs to your property, or a neighbouring property or shared/communal areas as required;
  - to inspect and service gas and other appliances we are responsible for;
  - to carry out any essential work;
  - to carry out any obligation we have under this tenancy agreement;
  - to check if you are complying with the terms of this agreement; and
  - when your tenancy is due to end, to show prospective tenants around.
- (b) We will give you at least 48 hours' notice in writing of the need for access, except in the case of an emergency.

- (c) If there is an emergency, (for example, which could injure somebody or cause damage to any property) we or any agent or contractor we send to your property may enter your property using reasonable force if necessary without giving you notice. Upon completion of the necessary works, we or our contractors will leave the property secure.
- (d) If you do not allow us access in accordance with this clause 7.12, we will take legal proceedings against you to compel you to allow us access. You may be liable for the costs of any such proceedings.

## 8. Animals

### 8.1 Pets

- (a) You, members of your household and any other person living in or visiting the property (including children) must not do any of the following:
  - keep a dog in a flat or maisonette with a shared entrance (unless it is a registered guide dog or a registered hearing dog or similar);
  - breed any animals or birds at the property;
  - allow any animal you keep at the property (temporarily or permanently) to cause nuisance, annoyance or disturbance to any person including our employees and agents. Animals should be well cared for, kept in a clean and hygienic manner and kept under proper control, such as on a lead; or

- allow your animals to foul in the shared areas of the property or on the roads or footpaths. You must immediately clear up any mess your pet makes whether inside the property, within any shared area, or in any public area. You must dispose of any mess hygienically.
- (b) If you breach any of these conditions we may ask you to remove the pet from the property. If you fail to remove the pet, you will be in breach of these tenancy terms and conditions.
- (c) If after your tenancy ends, you leave any animal in the property, we will charge you for the reasonable costs we incur in looking after the animal or finding a home for it.
- (d) We will charge you for any damage your animal causes does to the property or any shared and communal areas.

## 8.2 Domesticated Animals

You must not keep livestock, such as horses, donkeys, goats, pigs, cattle, sheep, ducks, geese and chickens at the property or on any adjacent public land.

## 8.3 Unsuitable Animals

- (a) You must not keep unsuitable animals at the property. Examples of unsuitable animals include, but are not limited to:
- all wild animals;
  - all poisonous animals; and
  - any animal classified as 'dangerous' by legislation.

## 8.4 Pigeons

- (a) If you live in a house, you can keep pigeons in a separate pigeon loft, but you must get our written permission first.
- (a) If we give you permission we may set certain conditions that you must keep to. If you do not keep to the conditions we will withdraw our permission. We may also withdraw our permission if the pigeons cause a nuisance.

## 9. Gardens

- 9.1** You must keep your gardens neat, clean and tidy. If you don't we may do it for you and we may:
- (a) Charge you our reasonable costs for carrying out the work; or
- (b) Take legal action to compel you to do so and seek to recover our costs for legal proceedings from you.
- 9.2** You must not store rubbish, scrap, furniture, appliances or other unsightly objects in the garden areas or outbuildings.
- 9.3** You must keep the hedges, shrubs and grassed areas at the property tidy, trimming and pruning where necessary.
- 9.4** You must not remove, destroy, alter, replace or plant any hedge, fence or tree at the property without getting our written permission.
- 9.5** You must not put a greenhouse, garage, shed, outbuilding, hard standing, path, driveway, fence or pond in your garden without getting our written permission.



## 10. Vehicles

- 10.1** You must not park any vehicle anywhere on the property or shared/communal areas, except in a garage or on “hard standing” (driveway or paved areas intended for parking). If you have to cross a pavement to get to your property, the kerb to that pavement must be adapted at your expense to allow vehicles to cross it. You can obtain further information in respect of this from your housing officer.
- 10.2** You must not build a parking space, garage or drive without our written permission.
- 10.3** You must not park any motor home, caravan, boat, business vehicle or van (having an axle weight of more than 1.5 tonnes) at the property or in the communal areas without our written permission.
- 10.4** You must not park any vehicle or trailer on pavements, verges, open areas or playgrounds.
- 10.5** You must not double park or park in such a way as to cause an obstruction to:
- (a) other road users including emergency services’ vehicles; and
  - (b) fire mains and outlets.
- 10.6** You must not keep motorbikes or other motorised vehicles within the property or in an internal communal area. If you wish to keep a motorised scooter within the property or in an internal communal area you must obtain our prior written permission.

**10.7** You must not park any vehicle which is illegal, untaxed or not road worthy at the property, or on any road or land we own around your property. If you do so your vehicle may be removed by the local authority or DVLA, and we may charge you any reasonable costs we incur.

**10.8** You must not carry out major car repairs at the property or on any shared areas or on the road or land we own around your property on a frequent basis.

## 11. Sheltered and other specialist accommodation

**11.1** If you are housed in sheltered, supported or other accommodation with a specialist housing service, it is because you are believed to qualify on the basis of your application and other information you have provided. If we later find out that you do not qualify for this specialist accommodation, we may apply to the court for you to be removed from the accommodation and you may have to move to an alternative property that is not sheltered or under other special accommodation terms.

**11.2** You must accept and pay for the full range of support services provided with the accommodation.

**11.3** If we provide you with support services (indicated by a charge for supporting people under ‘other charges’) then those services may include the provision of general counselling and support in relation to all or any of the following:

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

We may (acting reasonably) change the support services provided to you by giving you at least 7 days notice in writing.

**11.4** You agree to accept the level of support services made available to you in order to ensure the necessary standard of independence is achieved. You agree to meet with us to:

- (a) Agree your support needs;
- (b) Identify the goals to be achieved (with the provision of that support);
- (c) Agree a plan based on what you need to do to meet these goals; and
- (d) Agree regular meetings to review and revise your support plan.

**11.5** A support provider other than us may provide you with some of the support services listed in clause 11.3. If so then you will be responsible for entering into a separate agreement with that service provider regarding the provision of those services. You will also be responsible for paying

for that support in accordance with that separate agreement. Such payment will be in addition to any rent which is payable in accordance with this agreement.

**11.6** If you fail to pay for or refuse to accept the support services, we may apply to the court for you to be removed from the accommodation and you may have to move to an alternative property that is not sheltered or under other special accommodation terms.

## 12. Furnished properties

**12.1** When you sign this tenancy agreement we will rent to you the furniture listed at the back of the agreement. If we rent more furniture to you as the tenancy continues, we will ask you to sign a new updated furniture list.

**12.2** You, your friends and relatives and other persons living in or visiting the property (including children) must not deliberately damage or vandalise our furniture.

**12.3** You must not move any of our furniture from the property without our written permission.

**12.4** You must let our employees and contractors into your property at reasonable times to inspect the furniture and carry out repairs.

**12.5** You must not sell, rent or give away any of our furniture. If you do so we will consider this to be theft and we will inform the police. We may also apply to the court for your eviction and we will ask the court for you to pay us compensation for the furniture.



**12.6** You must pay us for the cost of repair or replacement of any item lost, damaged or destroyed during your tenancy by your own negligence (excluding fair wear and tear).

**12.7** You must report to your housing officer as soon as reasonably possible if any repairs need carrying out to our furniture which we are responsible for.

**12.8** When you move out of the property you must leave our furniture in the property in a good state. We will inspect the furniture before you leave. We may charge you our reasonable costs for any broken, lost or damaged items.

## 13. Ending the tenancy

### 13.1 Termination by you

You must inform your housing office in writing at least four weeks before you want to end your tenancy. This is known as the "four week notice period". The four-week notice period must end at noon on a Monday. You must return your keys to the housing office by 12 noon on the Monday that your tenancy ends.

### 13.2 Termination by us

(a) For so long as this tenancy is an assured (non-shorthold) tenancy, we may only terminate it by obtaining and executing a court order for possession on one of the grounds set out in Schedule 2 of the Housing Act 1988.

(b) 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 clause 15 below.

(c) The notice seeking possession will set out the ground on which we rely.

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

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

(e) If this tenancy stops being an assured tenancy (for example, because you have stopped living in the property as your only or principal home), we may end this tenancy by serving you with a written notice to quit. We will give you at least 4 weeks' notice in writing of the day on which your tenancy will end. The notice will expire on either the same day of the week as the date on which the tenancy commenced or on the day of the week on which the rent is due or on the day before.

### 13.3 End of Tenancy

(a) When the tenancy ends you must:

- return all your keys belonging to

- the property to your housing office on the day you leave. If you do not we will change your locks and charge you for the reasonable cost of replacing the keys and locks;
- pay all rent (including service charges and other charges) for the property up to the date your tenancy ends;
  - remove all your furniture and personal belongings from the property including from any greenhouse, shed or garage. We will dispose of any items you leave behind (after giving you notice) and we may charge you our reasonable costs for this and any related storage costs;
  - remove all rubbish from inside and outside the property and leave it in a clean and tidy condition;
  - make sure that all fittings and fixtures you leave in the property are in good working order;
  - replace or repair any broken items which belong to us;
  - leave all our furniture in the property;
  - report all repairs that are needed at the property as soon as reasonably possible; and
  - allow our employees and contractors to enter the property at reasonable times to inspect it in accordance with clause 7.12.

### 13.4 Demotion of Tenancy

- (a) We may also apply for a demotion order under Sections 6A and 20 of the Housing Act 1988 (as amended

by the anti-social behaviour Act 2003).

- (b) 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.
- (c) If your 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 possession.

### 13.5 Injunctions

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

## 14. Definitions

**Assign:** means to give the property to another person by means of a legal document.

**Shared / Communal Areas:** means all entrance halls, stairways, balconies, landings, walkways, common rooms, shared gardens, lawns, landscaped areas, and fixtures that are used by you in common with other tenants and residents.

**Fixtures and Fittings:** means all appliances and furnishings in the property including installations for supplying or using gas, electricity and water.

**Flat:** means a home which forms part (but not the whole) of a building.



**Garden:** means the exterior space, including lawns, hedges, flowerbeds, trees, shrubs, outside walls and fences let with the home, of which the tenant has exclusive possession.

**Harassment:** means the use of violence or threats of violence towards another person, abusive or insulting words or behaviour; damage or threats of damage to property belonging to another person (including damage to any part of a persons home); writing threatening, abusive or insulting graffiti; and any act or omission calculated to interfere with the peace or comfort or convenience of any persons.

**Household:** means any person living at the property, permanently, temporarily or intermittently. It includes people who spend most of their time at the property, even if their address is elsewhere. It also includes lodgers, licensees, sub-tenants and other members of your family, both adults and children, who live in the property.

**Improvement:** means any alteration or addition to the property.

**Lodger:** means anyone who pays you money to let them live in the property.

**Property:** means the dwelling and all gardens, yards, sheds and other space or buildings of which you have exclusive possession, including fences, paths, steps, ramps and hard-standings in the garden, under the terms of this agreement. It does not include any shared areas.

**Rent:** means the net rent together with any service charge and/or other charges, payable from the beginning of the tenancy (as set out in the Particulars) and/or introduced and payable during the tenancy.

**Rochdale Boroughwide Housing Limited / we / us / our:** means Rochdale Boroughwide Housing Limited (a

charitable industrial and provident society) of PO Box 69, The Old Post Office, The Esplanade, Rochdale OL16 1AE.

**Services:** means the services set out in the beginning of this tenancy and as amended in accordance with the terms and conditions of this agreement.

**Sub-let:** means giving another person the right to live in part or all of the property.

**Written permission:** means a letter from us giving consent to do certain things. It does not include planning permission or building regulation approval.

**You / Your:** means the tenant, or the joint tenants, or any of the joint tenants.

## 15. GROUNDS FOR POSSESSION

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

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

#### Ground 7

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

For the purposes of this ground, the acceptance by the landlord of rent from a new tenant after the death of the former

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

We will only seek to recover possession of your home on this ground in the circumstances explained in clause 3.2.

## Part 2 Grounds on Which Court may Order Possession

### Ground 9

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

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

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



- the age of the person succeeding to your tenancy;
- the period during which the person succeeding to your tenancy occupied the property with you as their only or principal home;
- 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 the Housing Act 1988 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:
  - using the dwellinghouse or allowing it to be used for immoral or illegal purposes; or
  - an indictable offence committed in, or in the locality of, the dwellinghouse.

### **Ground 14A**

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

- (a) one or both of the partners is a tenant of the dwellinghouse;
- (b) the landlord who is seeking possession is a non-profit registered provider of social housing, a registered social landlord or a charitable housing trust, or where the dwelling-house is social housing within the meaning of Part 2 of the Housing and Regeneration Act 2008, a profit-making registered provider of social housing;

- (c) one partner has left the dwellinghouse because of violence or threats of violence by the other towards:
- that partner; or
  - a member of the family of that partner who was residing with that partner immediately before the partner left; and
- (d) the court is satisfied that the partner who has left is unlikely to return.

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

### Ground 15

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

### Ground 16

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

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

### Ground 17

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

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

# SECTION 15

## EXPLANATION OF TERMS



## 60 Second Summary

- You will find in this section an explanation of the various terms used in this document
- Should there be something for which there is no explanation then please contact:  
Rochdale Council, Housing Futures Team  
**0800 916 6669** (free from landlines)  
**0300 303 8153** (local call rates from a mobile)
- Or you could contact the **Independent Tenants' Advisor PS Consultants** on  
Freephone **0800 0192 262**  
or text from mobile phone to **07794 899 473**  
email [enquiries@psconsultants.org.uk](mailto:enquiries@psconsultants.org.uk)

## Social Housing

Social housing includes social rented and part rent/part buy housing provided to eligible persons who cannot afford to rent or buy at the market rates. Social housing is usually built with the help of subsidy from the Government. The subsidy enables the cost of rent or purchase price to be affordable for households who cannot otherwise afford the market rent/sale price in the area.

## Allocations

This is the term used by housing associations and local authorities to describe the process of identifying properties that are available for occupation and choosing who to let them to.

## ALMO

Arms Length Management Organisation – a company owned by a council to manage and improve its housing stock. Rochdale Boroughwide Housing (RBH) is currently an ALMO. It was set up by the Council in 2002.

## Assured tenancy

This is the type of tenancy you would get if the transfer to Rochdale Boroughwide Housing (RBH) goes ahead. It is governed primarily by the Housing Act 1988, which sets out certain statutory rights for assured tenants.

## Ballot

The process required by law which will give all tenants, including joint tenants, the chance to vote secretly on the Council's transfer offer. It will be run independently by a specialist organisation.

## Board

The Board of Management of Rochdale Boroughwide Housing which is responsible for the major decisions on what RBH does and will have to ensure that the promises made to tenants are kept.

## Brighter Horizons

The charitable subsidiary of RBH .

## 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, along with its vision, objectives and performance targets. This also sets out an organisation's budgets and financial strategies.

## Demotion

A demoted tenancy is a tenancy that was secure, but as a result of a court order loses security of tenure for a one year period.



## **Charitable status**

A housing association which (like RBH would be after transfer) is a charity has 'charitable status'. This means it can only carry out charitable activities and does not, as things currently stand, have to pay certain taxes which non-charitable organisations are liable to pay and so can use more money for its work.

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

The Government department responsible for housing is the Department of Communities and Local Government. It sets policy on Local Government and housing. The final authority for housing transfer rests with its Secretary of State for Communities and Local Government, as advised by the Minister for Housing and Local Government.

## **Contract**

A legally binding agreement between two or more parties.

## **Co-operative**

A co-operative, often referred to as a co-op, is an organisation owned by its members and which operates on a one member, one vote basis.

## **Day to day repairs**

Individual jobs carried out on a day-to-day basis rather than in larger pre-planned programmes. They aim to cope with more urgent matters in response to reports from tenants.

## **Decent Homes Standard**

The Decent Homes Standard is a standard set by Government that aims to provide a minimum standard of housing conditions for all those who are housed by councils and housing associations.

## **Environmental works / Environmental improvements**

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

## **Extra care housing**

Extra care housing is a term used to describe various models of retirement housing for older people who can no longer live completely on their own but who do not need 24 hour complex medical supervision. Extra care housing schemes offer a high level of services and facilities, meals and personal care services.

## **Governance**

The term which describes the way an organisation is governed.

## **HomeChoice**

The housing register for people looking for social rented homes in Rochdale.

## Homes and Communities Agency (HCA)

The Homes and Communities Agency is the national housing and regeneration delivery agency for England. Its role is to help to create thriving communities and affordable homes. It provides advice to councils on housing transfer and makes recommendations to CLG whether transfers should go ahead. Also ensures that tenants are fully engaged in the process.

## Housing Association

Common term used for not for profit landlords, distinct from councils and ALMOs. Many are also registered charities. Regulated by the Tenant Services Authority. Subject to the same rent controls as councils.

## Housing Management Service

Everything involved in RBH providing good service as a landlord. It covers the work involved with tenants, rents, repairs, improvements, and re-letting homes. It also includes much more work in communities and neighbourhoods keeping things safe, clean and managed.

## Housing Market Renewal

Oldham/Rochdale HMR Pathfinder, was one of nine Government schemes set up in 2004 to tackle long-standing problems for neighbourhoods which had become less popular places to live. In Rochdale the HMR pathfinder included the areas of : East Central Rochdale, Langley, Kirkholt and Milkstone and Deeplish. The scheme ended in March 2011.

## Improvements

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

## Independent Tenants' Advisor

An advisor appointed by tenants to provide tenants with independent and impartial advice on the transfer proposal. Your ITA is PS Consultants. Contact details are listed on page 116.

## Inflation

A general term used for increases in prices and the cost of living.

## Introductory Tenancy

Local Authority, non secure short term tenancy (automatically becomes secure after 12 months provided none of the Conditions of Tenancy have been broken).

## Leaseholders

Owners of Council homes, mainly flats and maisonettes, who have bought a long lease from the Council under the Right to Buy.

## Mutual

Mutuals are businesses owned by their members. They can be community or employee owned or be owned by a combination of the two.



## **Not-for-profit**

This means that members of such organisations are not allowed to take a profit out of the organisation's activities. Any charitable housing association, like RBH, must be not-for-profit. This means that if it has any surplus income it must be used it for housing related purposes and its other charitable objectives.

## **Preserved Right to Buy**

This is a council's tenant's Right to Buy their home after a transfer takes place. Tenants who have this right before transfer would still have this right after transfer.

## **Registered Provider**

The new term by which all social housing landlords who are registered with the Tenant Services Authority are known.

## **Resident**

In this document the term resident means tenants, leaseholders, service charge paying freeholders and other people living in Rochdale.

## **Retail Price Index (RPI)**

(RPI) is a measure of inflation published monthly by the Office for National Statistics. It measures the change in the cost of a basket of retail goods and services.

## **Right to Acquire**

A scheme designed to give eligible tenants of housing associations the right to purchase their home from their landlord using a grant. Both transferring and future tenants may be eligible.

## **Right to Buy**

A statutory right enabling eligible council tenants to buy their homes with a discount.

## **Right of Succession**

The right of tenants to pass on their home.

## **Secretary of State for Communities and Local Government**

The Secretary of State for Communities and Local Government (currently the Right Honourable Eric Pickles MP) the senior Government Minister responsible for housing transfer.

## **Secure tenant**

The vast majority of local authority tenants are secure tenants and have a range of rights as set out under the Housing Act .

## **Service Charges**

The money tenants, leaseholders and service charge paying freeholders pay for services provided by their landlord.

## **Sheltered housing / Sheltered accommodation / Sheltered schemes**

Housing for older people or people with support needs, with some communal facilities and support staff.

## Social Landlord

General term used in the housing world to describe public and independent sector landlords including councils, ALMOs and housing associations.

## Stock Transfer

Transfer of the management and ownership of the Council's housing stock to a not-for-profit housing association.

## 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.

## Target rent

The target rent is worked out using a formula set out by the Government. Target rents are based on a property's size, location and average wages for the area. Although all council and housing association rents have to meet these target rents over time, increases are limited to protect tenants from sharp rise.

## Tenancy agreement

The legally binding contract made between a tenant and a landlord, setting out the rights and responsibilities of both parties.

## Tenants' Panel

Rochdale Borough Tenants' Panel was set up in January 2011 especially to help the Council and Rochdale Boroughwide Housing with key aspects of the housing transfer preparations. 30 volunteer tenants joined. The Forum received independent, specialist training and worked hard over 7 months.

## Tenant Services Authority

Set up in 2008. It is the new regulator (often called "watchdog") for affordable housing. Its goal is to raise the standard of services for tenants. It will have to approve and register the new Rochdale Boroughwide Housing (RBH) as a Registered Provider of Social Housing before the transfer can go ahead.

## Transfer

In most of the Offer Document the word means the change of housing ownership from Rochdale Council to RBH. Transfer is also used in the housing service when existing tenants move to another home with the same landlord.

# SECTION 16

## KEY CONTACTS



## 60 Second Summary

- Addresses and contact numbers for organisations, departments and groups that tenants may wish contact in relation to the transfer proposal

 <p><b>ROCHDALE</b> METROPOLITAN BOROUGH COUNCIL</p>	<p><b>Rochdale Borough Council</b> Housing Futures Team <b>0800 916 6669</b> (free from landlines) <b>0300 303 8153</b> (at local call rates from a mobile)</p>
 <p><b>Communities</b> and Local Government</p>	<p><b>Department for Communities and Local Government</b> 1st Floor Zone H10 Eland House Bressenden Place London SW1E 5DU Tel: <b>0207 944 4400</b> Website: <b>www.communities.gov.uk</b></p>
 <p><b>TSA</b> <b>TENANT</b> SERVICES AUTHORITY</p>	<p><b>Tenant Services Authority Enquiries Team</b> 2nd Floor, Lateral 8 City Walk Leeds LS11 9AT National telephone number (for all telephone enquiries): <b>0845 230 7000</b></p>
 <p><b>PS CONSULTANTS</b> <b>PS</b> HOUSING COMMUNITIES REGENERATION</p>	<p><b>Independent Tenants' Advisor</b> PS Consultants Freephone <b>0800 0192 262</b> Tel: <b>01204 690 772</b> Email: enquiries@psconsultants.org.uk</p>
 <p><b>NATIONAL HOUSING FEDERATION</b></p>	<p><b>National Housing Federation</b> Lion Court Procter Street Holborn, London WC1V 6NY Tel: <b>0207 067 1010</b> Website: <a href="http://www.housing.org.uk">www.housing.org.uk</a></p>
 <p><b>R B H</b> Rochdale Boroughwide Housing</p>	<p><b>Rochdale Boroughwide Housing</b> PO Box 69 The Old Post Office The Esplanade Rochdale; OL16 1AE Tel: <b>0845 070 5170</b></p>





**PLEASE RESPOND BY USING THE PREPAID REPLY CARD (WHICH IS IN THIS PACK) BY FREEPOST, OR ON-LINE OR BY PHONE (SEE INSTRUCTIONS BELOW). RESPONSES NEED TO REACH THE COUNCIL BY THE DATE GIVEN AT THE BOTTOM OF THE REPLY CARD.**

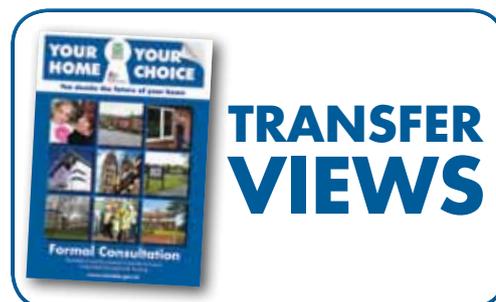
**PLEASE NOTE THERE ARE THREE WAYS YOU CAN RETURN YOUR COMMENTS:**

**POST THE CARD**

in a post box.

**ON-LINE**

respond by going to the Council's website **[www.rochdale.gov.uk](http://www.rochdale.gov.uk)** and click on the button on the home page and then follow the on-screen instructions.



**TELEPHONE**

your views to the information helpline **0800 916 6669** (free from landline) or **0300 303 8153** (local call rates from a mobile) leaving your name and address plus the individual reference number (see the covering letter from the Chief Executive for this).

**PLEASE NOTE – THIS IS NOT THE BALLOT**

