



TENANTS' AND LEASEHOLDERS' CONSULTATIVE FORUM

**MONDAY 30 OCTOBER 2006
7.30 PM**

FORUM AGENDA (CONSULTATIVE)

**COMMITTEE ROOMS 1&2
HARROW CIVIC CENTRE**

MEMBERSHIP (Quorum 3 Council Members)

Chairman: Councillor Marilyn Ashton

Councillors:

Don Billson

**Bob Currie (VC)
Phillip O'Dell**

Representatives of Individual Housing Estate Tenants' and Residents' Associations

Reserve Members:

1. –
2. Robert Benson
3. -

1. David Gawn
2. B E Gate

**Issued by the Democratic Services Section,
Legal Services Department**

**Contact: Kevin Unwin, Committee Administrator
Tel: 020 8424 1265 E-mail: kevin.unwin@harrow.gov.uk**

***NOTE FOR THOSE ATTENDING THE MEETING:
IF YOU WISH TO DISPOSE OF THIS AGENDA, PLEASE LEAVE IT BEHIND AFTER THE MEETING.
IT WILL BE COLLECTED FOR RECYCLING.***

HARROW COUNCIL

TENANTS' AND LEASEHOLDERS' CONSULTATIVE FORUM

MONDAY 30 OCTOBER 2006

AGENDA - PART I

1. **Attendance by Reserve Members:**

To note the attendance at this meeting of any duly appointed Reserve Members.

Reserve Members may attend meetings:-

- (i) to take the place of an ordinary Member for whom they are a reserve;
- (ii) where the ordinary Member will be absent for the whole of the meeting; and
- (iii) the meeting notes at the start of the meeting at the item 'Reserves' that the Reserve Member is or will be attending as a reserve;
- (iv) if a Reserve Member whose intention to attend has been noted arrives after the commencement of the meeting, then that Reserve Member can only act as a Member from the start of the next item of business on the agenda after his/her arrival.

2. **Declarations of Interest:**

To receive declarations of personal or prejudicial interests, arising from business to be transacted at this meeting, from:

- (a) all Members of the Committee, Sub Committee, Panel or Forum;
- (b) all other Members present in any part of the room or chamber.

3. **Arrangement of Agenda:**

To consider whether any of the items listed on the agenda should be considered with the press and public excluded on the grounds that it is thought likely, in view of the nature of the business to be transacted, that there would be disclosure of confidential information in breach of an obligation of confidence or of exempt information as defined in Part 1 of Schedule 12A to the Local Government (Access to Information) Act 1972 (as amended).

Enc. 4. **Minutes:** (Pages 1 - 4)

That the minutes of the meeting held on 27 July 2006 be taken as read and signed as a correct record.

5. **Public Questions:**

To receive questions (if any) from local residents or organisations under the provisions of Advisory Panel and Consultative Forum Procedure Rule 15 (Part 4E of the Constitution).

6. **Petitions:**
To receive petitions (if any) submitted by members of the public/Councillors under the provisions of Advisory Panel and Consultative Forum Procedure Rule 13 (Part 4E of the Constitution).
7. **Deputations:**
To receive deputations (if any) under the provisions of Advisory Panel and Consultative Forum Procedure Rule 14 (Part 4E of the Constitution).
- Enc. 8. **Tenant Compact:** (Pages 5 - 16)
Report of the Head of Housing Services.
- Enc. 9. **Progress on Revisions to the Standard Tenancy Agreement:** (Pages 17 - 70)
Report of the Head of Housing Services.
- Enc. 10. **Rent Restructuring and Service Charges:** (Pages 71 - 80)
Report of the Head of Housing Services.
- Enc. 11. **Housing Management Issues: Anti-Social Behaviour:** (Pages 81 - 102)
Report of the Head of Housing Services.
- Enc. 12. **Grounds Maintenance:** (Pages 103 - 106)
Report of the Head of Housing Services.
- Enc. 13. **Harrow's Integrated Property Services Partnership:** (Pages 107 - 110)
Report of the Head of Housing Services.
- Enc. 14. **Older People's Housing Review:** (Pages 111 - 116)
Report of the Head of Housing Services.
15. **Any Other Urgent Business:**
Which the Chairman has decided is urgent and cannot otherwise be dealt with.
16. **Date of Next Meeting:**
To note that the next meeting of the Forum will be held on 8 January 2007.

AGENDA - PART II - NIL

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**TENANTS' AND LEASEHOLDERS'
CONSULTATIVE FORUM**

27 JULY 2006

Chairman: * Councillor Marilyn Ashton

Councillors: * Don Billson
* Bob Currie

Phillip O'Dell

* Denotes Member present

Tenant and Leaseholder Representatives:

Representatives from the following Associations were in attendance:-

Antoney's Close Tenant's and Resident's Association
Berridge Estate Tenants' and Residents' Association
Brookside Close Tenants' and Residents' Association
Cottesmore Tenants' and Residents' Association
Eastcote Lane Tenants' and Residents' Association
Harrow Federation of Tenants' and Residents' Associations
Harrow Weald Tenants' and Residents' Association
Honeybun Community Association
Miscellaneous Properties Residents' Association
Woodlands Community Association

(In total, 17 representatives were in attendance.)

PART I - RECOMMENDATIONS - NIL

PART II - MINUTES

1. **Appointment of Chairman:**

RESOLVED: To note the appointment at the Cabinet meeting held on 8 June 2006 of Councillor Marilyn Ashton as Chairman of the Tenants' and Leaseholders' Consultative Forum for the Municipal Year 2006/2007.

2. **Attendance by Reserve Members:**

RESOLVED: To note that there were no Reserve Members in attendance at this meeting.

3. **Declarations of Interest:**

RESOLVED: To note that there were no declarations of interests made by Members in relation to the business transacted at this meeting.

4. **Appointment of Vice-Chairman:**

RESOLVED: That Councillor Bob Currie be appointed Vice-Chairman of the Tenants' and Leaseholders' Consultative Forum for the Municipal Year 2006/2007.

5. **Arrangement of Agenda:**

RESOLVED: That all items be considered with the press and public present.

6. **Minutes:**

RESOLVED: That the minutes of the meeting held on 2 March 2006, having been circulated, be taken as read and signed as a correct record.

7. **Matters Arising from the Last Meeting:**

The Forum received a report of the Housing Services Manager, which outlined issues arising from the meeting of 2 March 2006, and subsequent actions taken by officers.

RESOLVED: That the report be noted.

8. **Public Questions:**

RESOLVED: To note that no public questions were received at this meeting under the provisions of Advisory Panel and Consultative Forum Procedure Rule 15 (Part 4E of the Constitution).

9. **Petitions:**

The Forum received a Petition, under the provisions of Advisory Panel and Consultative Forum Procedure Rule 13 (Part 4E of the Constitution), containing 58 signatures from a representative of Berridge Estate Tenants' and Residents' Association. The terms of the petition cited the adverse effects of the recent removal of CCTV from the area, and requested the reinstatement of CCTV cameras to Bransgrove Road.

In response, the Chairman of the Forum remarked that whilst the cameras had been withdrawn on police advice, they were to be restored imminently. It was added that incidents of the type described in the terms of the petition should be reported to the Portfolio Holder or the Interim Head of Housing Services for prompt resolution.

RESOLVED: That the petition and the reinstallation of the CCTV cameras be noted.

10. **Deputations:**

RESOLVED: To note that no deputations were received at this meeting under the provisions of Advisory Panel and Consultative Forum Procedure Rule 14 (Part 4E of the Constitution).

11. **Terms of Reference:**

RESOLVED: That the Forum's terms of reference be noted.

12. **Performance of the Housing Service for the Year Ended 31 March 2006:**

The Forum received a report of the Interim Head of Housing Services, which presented an overview of the performance of the Housing Service in the previous Municipal Year, as well as outlining some aims of the service in the current Municipal Year. The following points were also raised:

Performance in 2005/2006

- 299 properties were let whilst 282 became empty (void);
- £20 million was collected in rent, a figure comprising almost 98% of that owed in total;
- 35 projects had been completed using the Minor Estate Improvement (MEI) budget after TRA input.

Service aims for 2006/2007

- To proceed with 'de-pooling', or the separation of service charges from rent;
- to review the tenancy agreement to ensure compliance with current legislation;
- to proceed with revisions to the repairs and improvement service, including bringing a number of properties to the Decent Homes Standard and to examine options for regeneration on Mill Farm and Grange Farm estates;
- to review the Tenant Compact and to examine the appointment of an Independent Tenant Adviser (ITA) to ensure satisfactory tenant and leaseholder participation;
- to conduct a tenant satisfaction survey.

In response to a query, it was clarified that of the tenants who owed rent, 15% of these owed more than 7 weeks.

It was added that the Housing Service would try and ensure some flexibility in line with tenant and leaseholder requirements when modernising properties, and that the Service would be honest with residents about which repairs or requests it would be able to deal with.

RESOLVED: That the above be noted.

13. **Open discussion with the Chairman of the Tenants' and Leaseholders' Consultative Forum:**

The Chairman of the Forum introduced this item by explaining that it was an opportunity for representatives to ask either herself or the Head of Housing Services, questions on any subject within the Forum's remit. The following issues were raised by TRA representatives:

<u>TRA</u>	<u>Issue</u>	<u>Response</u>
Antoney's Close	Estate inspections – unaddressed suggestions for improvement.	Requests will remain on log, but limited funds with which to conduct improvements.
	Damage to properties by council maintenance equipment, such as grass-cutting machines.	Officers to report back.
	Problems with waiting times when trying to contact housing officers by phone.	Problems with transition to Access Harrow system; action currently being taken.
Berridge	Need to open up school-playing fields out of school hours for use by residents.	Officers will investigate and respond.
Cottesmore	Recycling bins not being emptied and subsequent sanitation problems.	Any problems such as rats should be reported to Environmental Health. Problems with transition to recycling system noted – officers to ask staff for more lenient approach.
	Recycling bags for waste disposal not available.	Bags now available.
	No facilities for dog-fouling.	Will respond at next estate liaison meeting.
	Local play area run-down – possibility for improvement?	Raise at next estate liaison meeting as suggestion for funding under MEI budget.
	Will all HRA funds be allocated to housing issues?	Funds are ringfenced, and cannot be used elsewhere.
Harrow Weald	Will all HRA funds be allocated to housing issues?	Funds are ringfenced, and cannot be used elsewhere.
Kings Road, South Harrow	How often should green bins be changed?	Green bins emptied once a fortnight; brown bins emptied once a week.
	Street sweepers not collecting cans/bottles.	Officers to ensure a response.

In addition, residents raised queries regarding contractors calling without identification. An officer responded that resident should not let unidentified contractors into their households, and if they had any doubts, to contact the housing service.

An issue was raised concerning road markings near Harrow Bus Station, as recent re-surfacing had reduced the distinction between the pavement and the road. Officers resolved to speak to highway officers on this point.

The presence of vicious dogs on one estate had meant that residents needed to erect fencing, and it was queried whether compensation would be offered. Officers responded that they would look into this request.

A Member queried the availability of a complete contacts list for residents, so that relevant officers could be reached. An officer responded that a more complete list would be provided, but that in addition Access Harrow would soon be providing a system where all calls could be monitored and allocated to relevant departments.

RESOLVED: That the above be noted.

14. **Appointment of Independent Advisor:**
The Forum received a report of the Interim Head of Housing Services, which outlined the proposed appointment of an Independent Tenant Adviser (ITA). It was explained that the adviser's role would be to review and strengthen the structure of resident participation, and to ensure the involvement of commonly excluded groups. The ITA would also assist in organising training programmes to enable residents to participate in the review.

The Forum heard that the proposal had also been discussed with the Residents Empowerment Working Group.

RESOLVED: That the report be noted.

15. **Leasehold Services:**

The Head of Housing Services presented a report updating the Forum on the issue of Leasehold Services. It was explained that the report provided current information, and superseded that presented at the last meeting of the Forum.

The Forum heard that it was proposed to increase charges in line with the cost of providing leasehold services and carrying out work on leaseholder properties, as set out in the officer report. Whilst progress on implementing the revised system was currently behind schedule, measures were being taken to address this.

It was reported that there was currently £352,507.68 of debt to be recovered, a figure which was said to represent progress on the amount outstanding at the same time last year. The Forum was informed that £37,000 had been written off as bad debt. Debt reviews would now be conducted at the end of every financial year.

A resident queried what actions the Council took when a leaseholder sold a property to recover charges. It was explained that the charges incurred were estimated, and funding to that amount was held back.

RESOLVED: That the above be noted.

16. **Date of Next Meeting:**

RESOLVED: To note that the next meeting of the Forum was scheduled for 30 October 2006 at 7.30 pm.

(Note: The meeting having commenced at 7.30 pm, closed at 9.15 pm)

(Signed) COUNCILLOR MARILYN ASHTON
Chairman



Cabinet/Committee:	Tenants and Leaseholders Consultative Forum
Date of Circulation:	30 th October 2006
Subject:	Tenant Compact
Responsible Officer:	Gwyneth Allen Head of Housing
Portfolio Holder:	Housing
Exempt:	No

SECTION 1 – SUMMARY

This report sets out to provide information to TLCF on the review of the Tenants' and Leaseholders' Compact.

FOR INFORMATION

SECTION 2 – REPORT

2.1 Brief History

2.1.1 Operating the principles and arrangements agreed in the Compact in its relationships and dealings with tenants and leaseholders, will assist in improving the Audit Commission best value performance indicators, BVPI75a 'Satisfaction of tenants of council housing with opportunities for participation-

- all tenants' for Harrow. The performance figures for 2005-2006 show the top 25% of local authorities and housing organisations achieved 72% satisfaction rate whereas Harrow's results for this indicator currently stands at 57%.
- 2.1.2 By following the commitment given by the Council to review the effectiveness of the Compact every six months, we will ensure one of the primary aims of the Compact is met i.e. that Harrow Council's tenants and leaseholders are involved in shaping, influencing, monitoring and directly controlling the services that Harrow Council's Housing Management and Repair Service provides.
- 2.1.3 Minor changes to the Compact as a result of 6 monthly reviews can be communicated to tenants and leaseholders through the Council's Homing In magazine so the cost is negligible.
- 2.1.4 Production and distribution of a summary of the Compact to be sent to all tenants and leaseholders is underway. There will be a stockpile of additional copies to be handed to each new tenant at each tenancy sign up.
- 2.1.5 The ODPM (now Department of Communities and Local Government DCLG) introduced Compacts in 1999. This was part of the Government's agenda to improve local services, build civil renewal and strengthen and sustain local communities. Harrow introduced their Compact in 2000 and this is the first review of Harrow Council's Compact since that date.
- 2.1.6 The review of Harrow's Compact has also stemmed from the fact the Government introduced a revised 'National Framework for Tenant Participation Compacts' in March 2005. The then Minister for Housing, Keith Hill commented "Where Compacts are working well they are living documents that place tenants at the heart of decision making and service delivery. However this is not happening everywhere. The revised framework therefore provides the opportunity for councils and tenants to review and improve their compact and to incorporate updated guidance." "For tenants to be at the heart of service improvements, landlords must be fully committed to the principles of the compact at the corporate level. This will

ensure that tenant involvement is properly integrated and resourced and the values of the compact are embedded throughout the organisation”.

2.1.7 The latest research published in the National Framework document shows that better-performing councils embed tenant involvement throughout their organisation, although it also states that organisations should avoid getting too weighed down with process. It is important to guard against the problem of making the process of implementing and reviewing Compacts into an ‘industry’ in itself.

2.2 Consultation

2.2.1 Harrow’s Compact was revised and updated by Officers in line with the national framework guidelines and the revised draft version was presented to the Residents Empowerment Working Group on 22nd June 2006. Tenant representatives at that meeting expressed the view that they had not been involved in the review and wanted time to go through the Compact in more detail.

2.2.2 Officers arranged a for a full days consultation meeting to go through the Compact and invited the chairs of all tenants associations to this session. An independent Residents’ Advisor from First Call Housing was also asked to attend. This took place on 24th July and proved to be a lively session with many useful comments and suggestions being made by residents, which were noted by Officers. By the end of the day it was clear than another full day’s consultation session would be needed since only half the content of the Compact had been covered in the time allowed.

2.2.3 The final session with residents was arranged and held on 2nd August, which again resulted in enthusiastic, positive and lively debate. All comments were again noted by Officers and the feedback from both the July and August sessions were combined into the draft Compact.

2.2.4 Consultations with housing management and maintenance staff took place on 12th September and 25th September. A separate consultation session was arranged for the afternoon of 25th

September to which Councillors were invited. However only one Councillor turned up for the session and expressed the view that he would prefer a joint session on the Compact with other Councillors, staff and residents.

2.3 Monitoring of the Compact

2.3.1 Taking into account the comments in paragraph 2.1.2 above, Officers will invite a group of tenants, leaseholders and elected members to a meeting every six months to review the effectiveness of the Action Plan 2006-2009 as detailed in the Compact. A report detailing the feedback from these meetings will be presented to the TLCF on a six monthly basis.

2.3.2 Translation of the full copy of the Compact, including a large print version will be available on request.

SECTION 3 – FURTHER INFORMATION

The shortened version of the Tenant Compact is attached.

SECTION 4 - CONTACT DETAILS AND BACKGROUND PAPERS

Contact: Gwyneth Allen, Head of Housing 0208 424 1998

Background Papers: None.

HARROW COMPACT SUMMARY

Harrow Council and the Harrow Federation of Tenant and Resident Associations (HFTRA) wants all tenants and leaseholders to have their say on how their homes - and the environment nearby - is run.

Our aim is for all tenants and leaseholders to get involved so they can shape and influence our services. The compact sets out what we want to achieve by working together

Our vision for involving residents

Our vision is for all tenants and leaseholders to live in neighbourhoods they are proud of and to create real opportunities for residents to be involved in improving their housing services and quality of life.

Our aims

We will work together to make sure that we keep tenants and leaseholders properly informed and consult and involve them. We will make sure that as many of our residents as possible have better opportunities to take part in their housing services and in managing and maintaining their homes and local neighbourhoods. We are also committed to including tenants and leaseholders from all sections of the community. For example, residents who may not speak English as a first language, have a disability or are vulnerable. And we promise to listen to residents, respond to what they tell us and improve communication

Opportunities for involving residents

We want to offer tenants and leaseholders opportunities to get involved across the full range of housing services and with wider community issues. We will monitor and review what residents see as priorities for involvement. We will monitor and review the types of involvement being developed to make sure it is effective and that we are meeting residents' needs and priorities.

What residents can get involved in

We will invite tenants and leaseholders to get involved in housing policy decisions including investment, renovation, rent setting and monitoring. Residents will also be consulted on repairs and maintenance, collecting rent and tackling arrears and anti social behaviour.

How residents can get involved

We will offer the widest possible range of opportunities to as many residents as possible to encourage people to get involved as much or as little as they want, when and how they want.

As well as encouraging the development of tenants' and residents' associations we will offer a wide range of other methods to gather residents' views and encourage them to get involved in all aspects of improving how services are delivered. These will include:

- newsletters, surveys and questionnaires;
- mystery shoppers (people who pretend to use a service to measure the customer service provided);
- open days, fun days and a youth forum
- and a range of forums for leaseholders, young people, disabled people and other groups.
- estate and neighbourhood 'walkabouts' and inspections

Support available to residents

Reasonable financial help

- We will provide financial help to residents' associations such as start up grants of £250 per year, paying hire costs for rooms and expenses to residents who give up their time.

Facilities

- We will provide stationery, access to meeting rooms and equipment such as computers and photocopiers.

Advice and practical support

- We will provide advice for all recognised residents groups and well as help producing information such as newsletters.

Training

- We will provide many training opportunities for resident groups and their representatives at convenient times and different venues across the borough.

New approaches

We will provide a variety of different options for residents to become involved such as

- cultural activities, arts and sports to encourage new residents to get involved.
- a menu of options for involving residents;
- holding a youth forum each year; and
- providing publicity in different formats and 'introductory letters' to new tenants and leaseholders inviting them to get involved.

Meetings and discussion events

The council, and recognised residents' groups have set these standards to make sure there is effective communication, feedback, dialogue, and negotiation between the council, residents and recognised residents' groups. We back up these standards with our agreed 'code of conduct' for our officers and resident representatives.

Publicity and feedback

We will advertise meetings at least 10 days in advance through newsletters, our website, posters and by phone where necessary. Using the same methods, and face to face meetings, we will feedback to our residents in three weeks.

Access to services

To make sure all residents have opportunities to take part, we will hold meetings and events:

- at times and in accessible venues to allow as many residents as possible to take part;

We will also help by:

- helping groups fund premises to make sure these are accessible to people with disabilities;
- helping with transport costs or providing transport when necessary;
- providing crèche facilities and care facilities or paying towards the cost of childcare or other care; and
- providing signers, interpreters, and induction loops when necessary.

Effectiveness

All meetings will:

- have clear aims and a clear agenda agreed beforehand with resident representatives;
- be run in a fair and democratic way so that everyone gets a chance to have their say; and
- be monitored and reviewed by us and resident representatives to check effectiveness, levels of resident satisfaction and input from traditionally under-represented sections of the community.

Information and feedback

The council and recognised resident organisations aim to make sure that information consistently meets the needs of residents and resident representatives through the following standards.

Access to services

When requested we will provide information and feedback in plain English, different languages and other formats such as Braille and audio. We will provide prepaid envelopes and prize draws to encourage feedback from residents.

We will provide information using:

- newsletters (borough-wide and local);
- letters and leaflets;
- posters, noticeboards, and exhibitions;
- e-mail and our website;
- face-to-face contact with resident representatives, councillors and our staff;
- meetings of resident groups, the HFTRA and the Tenant and Leaseholder Consultative Forum (TLCF); and
- specific forums for young people, people from different ethnic groups, and people with disabilities.

Timeliness

We will provide information for residents about performance and any proposed changes to policy, standards and performance every three months and residents will have at least three weeks to respond to any consultation.

Quality and relevance

We will test how satisfied residents are with information each year.

Residents' groups and residents' representatives

Everyone involved in this compact want residents' groups to have an active role in our decision-making processes. These standards aim to make sure that residents' groups properly represent and answer to the tenants and leaseholders for whom they act. For example they must:

- be open to all residents in the area, be representative and keep financial records
- hold regular meetings and try to include under represented groups
- have a clearly defined area, elected representatives to run the group and an equal opportunities policy in place.
- have the support of at least ten per cent of households in the area.

Involving residents from all sections of our community

We will develop action plans to help involve all sections of our community.

- We will keep a record of the make-up of our overall community and keep up-to-date records of ethnic origin, sex and disability and use the information to tailor our approach to involving residents.
- We will consult with and involve all under-represented sections of our community, for example, through focus groups, community groups, and forums such as the disabled forum.
- We will make sure that information is available in languages other than English, when requested, and in accessible formats to meet residents' needs.
- We will make sure that under-represented sections of our community know how they can be involved.
- We will work with existing residents' groups to help them represent the views of under-represented groups in their community so all communities understand and respect each others' needs.
- We will promote awareness of the Race Relations Amendment Act and the Disability Discrimination Act and how these acts can affect voluntary groups and resident involvement.

- We will monitor our equal opportunities policies including levels of involvement from people from traditionally under-represented sections of our community

Monitoring and measuring performance

We will monitor the success of this compact and report back to residents and the HFTRA on the value for money of the different approaches to resident involvement. We will make sure we keep to agreed procedures for consultation and involvement. If we do not meet standards and targets, we will agree action with the HFTRA.

Roles and responsibilities

Our officers and representatives of our residents have agreed roles and responsibilities to make sure we can deliver this compact fully.

Resident representation

We encourage all residents to make sure they are represented by a resident representative or a resident group. We and the HFTRA have agreed conditions to register representatives and for support for different levels of involvement.

Local representation

Local ‘contacts’ or block, neighbourhood and street representatives

A local contact may be a preferred method if individual street properties are involved. A resident may volunteer to be the ‘contact point’ for council officers and may also choose to be the ‘contact point’ for other residents. Or a resident can be elected by other residents to act on their behalf in any negotiations with the council.

The role of ‘local contacts’ and elected representatives is to:

- help monitor and give feedback on services for example, cleaning the estate, maintaining grounds and improvement work;
- check with other residents that repairs are carried out to a satisfactory level.
- pass on any local issues of concern to the council or the HFTRA
- meet our staff and councillors and take part in ‘walkabouts’ and ‘estate, block and street inspections’.

Local tenants and leaseholders’ groups

Tenants, leaseholders and other residents can organise groups to act as formal representatives on behalf of other residents living in a certain area, in any negotiations with the council and other organisations.

Their role is to:

- gather residents’ views on delivering services, performance, improvement work, priorities for action or improvement;
- monitor performance and feedback on how services are delivered on behalf of other residents;
- take part in consultation and negotiation with the council;

- meet with council officers, local councillors and other residents to take part in 'walkabouts' and 'estate or neighbourhood inspections'.

AREA REPRESENTATION

Harrow Federation of Tenants and Residents' Associations & other groups

HFTRA is the formally recognised group covering the whole of Harrow, made up of representatives from all resident and community groups. Their role is to:

- involve customers in providing housing services;
- monitor the performance of housing teams, contractors and other parts of the housing service;
- develop new ideas and methods for solving council-housing problems;
- consider wider community problems and find solutions to them;
- advise the relevant manager on local priorities for providing housing services and using resources;
- advise the relevant manager on developing an area strategy; and
- work with other groups and organisations.

Borough-wide representation

Tenants' and Leaseholders Consultative Forum (TLFC)

This committee is made up of representatives from the HFTRA, focus groups, forums, tenant management organisations and community groups. The TLFC provides a two way link between residents and the council.

Their role is to:

- consider issues relating to managing housing and provide information, advice and feedback to the council;
- consider wider community problems and propose solutions, such as tackling crime.
- set clear service standards and targets for consulting and involving residents;
- monitor and evaluate different approaches to resident involvement and review our policy and strategy;
- check that we consult and involve residents from all parts of the community;
- assess the results of operating agreements against what was originally expected

Council Housing Staff

Our role is to:

- make sure the compact is put into practice and regularly monitored and reviewed;
- along with the HFTRA, monitor and review resident-involvement standards, targets, and levels of resident satisfaction with our performance;
- check that we develop and put in practice appropriate measures of performance involving residents;
- along with the HFTRA, take action when needed;
- find out about best practice and take part in monitoring with resident representatives and the HFTRA;
- publicise and take part in 'walkabouts' and local inspections every six months with resident representatives;
- go to meetings of resident groups and representatives as and when asked;

- check that follow-up action is taken on matters raised by residents and make sure we give feedback to all residents;
- check that resident associations, resident representatives, the area housing boards and the HFTRA are kept fully informed and have the resources they need;
- take part in joint training with resident groups and representatives.

Harrow Council

Chief officers, elected members and the urban living portfolio holder

Their role is to:

- check that policy on involving residents is properly developed, put in place and monitored;
- support a co-ordinated approach to consultation and involvement;
- help monitoring our performance and resident involvement at ward level and across the council;
- check that tenants' views are heard and take action to find out what tenants are saying by meeting tenants locally;
- check that vulnerable people are identified and supported and encouraged to get involved;
- support our initiatives by taking part in activities such as estate walkabouts and inspections, residents' meetings, and discussion groups;
- check that council tenants and leaseholders are satisfied with our performance;
- check that all arrangements we have put in place for involving residents receive the resources needed; and
- take part in joint training with our staff and residents.

If you would like to get involved in helping to shape our services, please contact:

**Tenant Participation Team
Resident Services
Harrow Council
PO Box 86
Station Road
Harrow
HA1 2XF**

**Tel: 0208 420 9608
Freephone: 0800 854 463**

Email: Adrian.Bebbington@harrow.gov.uk

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Meeting:	Tenants and Leaseholders Consultative Forum
Date of Circulation:	30 th October 2006
Subject:	FOR INFORMATION - Revised Tenancy Agreement
Responsible Officer:	Gwyneth Allen Head of Housing
Portfolio Holder:	Housing
Exempt:	NO

SECTION 1 – SUMMARY

This report sets out the consultation exercise that will take place in October/November 2006 with all Council tenants in respect of the proposed changes to the Tenancy Agreement and Tenancy Terms and Conditions.

FOR INFORMATION

SECTION 2 - REPORT

2.1 Brief History

2.1.1 The initial approval to develop a revised Tenancy Agreement and to commence the statutory consultation process with all Council tenants was given by Cabinet in 2005. This report

informs TLCF of the progress to date with the implementation of this project.

- 2.1.2 Experience of tenancy management, for example in combating anti-social behaviour, has seen the development of tenancy terms and conditions in other local authorities that better meet the needs of both the Council and tenants while making clear each party's obligations, but those are not reflected in the existing Tenancy Agreement in Harrow.
- 2.1.3 Case law and legislative developments have occurred that are not adequately reflected in the existing Tenancy Agreement in force in Harrow.
- 2.1.4 Technology has developed to enable the use of digital photographs that are easier to store, can be reproduced accurately, and are not subject to the same deterioration as traditional photographs.
- 2.1.5 Officers will not have as much leverage with tenants in dealing with issues such as nuisance and anti social behaviour if the new clauses are not implemented
- 2.1.6 A working group made up of Council Officers, Tenant Representatives and a Consultant from another housing organisation was set up in July 2006 to review and update the Council's tenancy agreement. The working group examined a previous draft tenancy agreement produced a year earlier by Harrow Officers and in producing a revised draft, took into consideration current best practice adopted by other local authorities in the development of their tenancy agreements.
- 2.1.7.1 The issuing of Tenancy Agreements is currently a paper based system and for several years the Council has required tenants to provide photographs of themselves. The intention is now to begin using digital photography to take and store these images in place of more traditional methods. This will only apply to new tenants not existing tenants. This will assist Officers in the detection of illegal sub-letting and of housing fraud.

2.1.8 A number of changes to the Terms and Conditions of the Council's Tenancy Agreement are also being proposed. These changes are intended to deal more forcefully with anti-social behaviour, and to extend the clauses under nuisance and harassment. There are also additional clauses on repairs, animals, shared areas, vehicles and information, consultation and participation and service of documents.

2.2 Format of the Tenancy Agreement

2.2.1 Cameras connected to a computerised software package will be installed in the Housing Office to be used at each 'tenancy sign-up'. The tenant will be provided with a computer printed Tenancy Agreement with their colour photographs on the front page. The technology is also being installed in Harrow's Housing Needs Department for all new housing applications and when the applicant becomes eligible for permanent rehousing (usually within 2 to 3 years) their details including digital photograph will be electronically transferred at the tenancy sign up stage.

2.2.2 The photographs will be stored on the computer anonymously with a reference number rather than a name, a procedure that the company supplying the equipment has advised is necessary to comply with the Data Protection Act.

2.2.3 Three other London Boroughs are also using this same technology, Brent, Southwark and Haringey although it is likely that the number of local authorities using similar technology will increase over the next few years as they become aware of the benefits of using this system.

2.3 Terms and Conditions

2.3.1 A summary of the effect of the main changes to the terms and conditions are set out below:

(a) Introduction to tenancy terms and conditions – This sets the scene and summarises the purpose of the agreement. The proposed introduction aims to explain the legal concepts in plain English, which has not been done before. Some rights and obligations that are included in the introductory section of the

current tenancy agreements have instead been set out in more detail later in the proposed version for the sake of clarity.

- (b) Rent and other charges – This is designed to be clearer than the current version. The rent section, like all others, has been written in plain English. For example, the explanation of joint tenants' liability has been simplified, as has the concept of arrears. The section makes plain that tenants may be charged for services that the Council provides. The section deals with how monies paid by the tenant will be applied. The agreement sets out the circumstances in which additional amounts may be added to the rent account.
- (c) Repairs – Section 11 of the Landlord and Tenant Act 1985 is the primary source of the Council's repairing obligations. It is a matter of good practice to reflect the wording of s.11 in the tenancy agreement – the current version does not necessarily do that. The proposed version aims to gather together all obligations and rights relating to the state of the premises for ease of reference. It also includes the annual checking of gas appliances (except cookers) and the responsibilities of tenants to maintain their homes and to notify the council of certain matters. This proposed section expands considerably on the version in the current tenancy agreement to make clearer the rights, responsibilities, and obligations for the Council and the tenants.
- (d) Access – Refusal of or failure to give access for such purposes as repairs or gas inspections has caused the Council to incur significant costs in previous years. The proposed amendment is designed to make it clear to tenants what is expected of them and the notes explain why it is expected. It will always be preferable to obtain a tenant's permission before forcing access to the premises. The proposed section also clarifies the position in relation to tenants who have to be accommodated elsewhere on a temporary basis.
- (e) Using your home – The proposed version covers all matters relating to the physical use of the premises, whereas this is fragmented under different topics in the current version.
- (f) Nuisance and Harassment – Reduction of anti-social behaviour is a primary objective of Harrow Council's Housing department. It is

hoped that the proposed amendments will facilitate better neighbour relations and enforcement, and will mean that all tenants are subject to the same prohibition of anti-social behaviour. The proposed section brings together more clearly (in one section) the clauses dealing with these issues, which are separate in the current agreement.

- (g) Flats, maisonettes, and shared areas - This proposed section has been included to deal specifically with flats, maisonettes, and shared areas. The language used in this section has been simplified to avoid use of terms such as “communal” and to explain in greater detail the tenants’ obligations, particularly because of the wider disturbance and nuisance that can be caused to other residents in such accommodation.
- (h) Pets – The current version of this clause is quite brief when explaining tenants’ obligations and rights relating to keeping pets in their homes. The proposed version explains tenants’ rights and obligations in greater detail.
- (i) Parking and vehicles – The proposed version is broadly similar to the current version, the main difference being that it sets out in more detail an explanation for the requirements. It also expands on the current version, making specific reference to un-roadworthy, untaxed, illegally parked, and abandoned vehicles.
- (j) Information, consultation and participation – The current version is virtually silent on matters of consultation, information and participation. Harrow is firmly committed to tenant participation and the proposed version is written to reflect that commitment, making it a contractual obligation of the Council to involve tenants (should they wish to be involved).
- (k) Leaving your home and ending the tenancy – The current version contains quite different wording under this topic. The main effect of the proposed version is to simplify this section.
- (l) Notices – The proposed clauses in this section aim to simplify the process for serving of notices by the Council on tenants, or by tenants on the Council.

2.4 Consultation

- 2.4.1 In addition to sending out the required preliminary notice, a schedule listing venues for evening consultation meetings across the borough will be included within the documentation sent to all council tenants. Should tenants require further clarification they will be able to attend one (or more) of the evening consultation meetings where Officers will be available to answer any queries. Tenants will be able to choose which date and venue is most convenient and accessible for them from a list of 20 venues.
- 2.4.2 As can be seen from the attached timetable, Officers intend to report to Cabinet on 18th January 2007 so that the new Tenancy Agreement can be implemented from 2nd April 2007. The final report will contain information about the outcome of the consultation process and the final version of the Tenancy Agreement will be provided to Cabinet for consideration and approval at that stage.

2.5 Legal Implications

- 2.5.1 Variations to tenancy terms and conditions (other than rent) must be undertaken in accordance with Sections 102 and 103 of the Housing Act 1985 ('the Act'). The Act requires that all secure tenants are provided with preliminary notice of the proposals, have a reasonable time to respond to the proposals and that any responses are considered by the Council. Actual notices of variation must then be served on each tenant at least 4 weeks before the new terms and conditions take effect.
- 2.5.2 Based on the requirements of the Act a timetable for implementing the proposed new terms and conditions has been developed. The timetable is attached (see Appendix 1).
- 2.5.3 To ensure a comprehensive consultation process takes place with all Council tenants, a comparison report has been produced (see Appendix 2) which details the proposed clauses and compares them against those in the existing Tenancy Agreement.

2.6 Equalities Impact

2.7.1 Translation of the consultation documents, including a large print version will be available on request. When the consultation process is finalised, and approval from Cabinet to implement any revisions in the Agreement is obtained, it will be translated and available on Harrow Council's web site in the main community languages.

2.8 Section 17 Crime and Disorder Act 1998 Considerations

2.8.1 The proposed new clauses deal with anti social behaviour more comprehensively than the current version which will help improve the way we currently tackle nuisance and anti social behaviour by giving Officers more leverage when dealing with tenants who are the subject of such complaints.

SECTION 3 – FURTHER INFORMATION

Appendix 1 – Timetable

Appendix 2 – Report on Comparison of Proposed changes to Tenancy Terms and Conditions

SECTION 4 - CONTACT DETAILS AND BACKGROUND PAPERS

Contact: Gwyneth Allen Head of Housing 0208 424 1998

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COMPARISON OF PROPOSED NEW TENANCY TERMS AND CONDITIONS

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
1. Introduction to your tenancy terms and conditions			
1.1	Your tenancy agreement is a binding contract between you and us (the London Borough of Harrow). It contains your rights and obligations as a tenant and our rights and obligations as your landlord.	Page 1 first sentence of existing version. The agreement sets out your rights and obligations as a tenant of the London Borough of Harrow.	The proposed wording clarifies that the agreement relates to both parties (the tenant and the landlord), setting out both parties' rights and obligations.
1.2	Your tenancy starts on the date written on the front page of this agreement and runs on a weekly basis until it is brought to an end in accordance with the law, by you or by us.	Page 1 – YOUR TENANCY - This is a weekly tenancy	The proposed clause effects no substantive change from the existing agreement.
1.3	Where there is more than one tenant (a joint tenancy) the words "you" and "tenant" mean all tenants. If you are a joint tenant you have the same rights and obligations as the other joint tenant(s) at the premises; your rights and obligations cannot be split or shared between you. If one of you breaches the agreement it affects all joint tenants of the premises. If one joint tenant gives notice to end the tenancy, it ends for all	Page 1 - YOUR TENANCY - As a tenant you have to abide by the terms of this Tenancy Agreement. This applies to all JOINT TENANTS jointly and severally, (that is, each joint tenant has full responsibility to comply with the terms of this agreement and the term "tenant" refers to you individually as well as jointly).	The proposed clause effects no substantive change from the existing agreement. It attempts to explain the position of joint tenants in a more understandable way.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	of you.		
	Notes		
a)	<p><i>Notes are included in most sections to help you understand your tenancy agreement. The notes do not form part of the agreement and are not binding – they are for information only. The Tenants' Handbook, which is given to you with a copy of your Tenancy Agreement, will also help you to understand these terms and conditions. Please read these documents carefully and keep them to refer to in future.</i></p>	<p>There are no Notes in the current version</p> <p>Page 1 second sentence</p> <p>The Tenant's Handbook which is given to you with a copy of this Agreement will help you to understand this Agreement. Please read these documents carefully and keep them to refer to in future.</p>	<p>This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.</p>
b)	<p><i>Most council tenancies are legally known as secure tenancies. This means that we can only bring the tenancy to an end if we get a court order (known as an order for possession). The law controls the circumstances in which the court will grant this type of order.</i></p>	<p>Page 1 - YOUR TENANCY</p> <p>- Some tenancies are not secure. This is explained in the Tenants Handbook. If you are not sure what sort of tenancy you have, please ask at the Housing Department.</p>	<p>This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.</p>
c)	<p><i>As long as you pay your rent and you, and the people you are responsible for, follow the other terms of your tenancy agreement we will not normally ask the court to make an order for possession, unless, for example, we need to move you to redevelop your home.</i></p>	<p>Page 1 – YOUR TENANCY</p> <p>- The Housing Act 1985 is the Act of Parliament which establishes the basis of this Agreement. On signing this Agreement you normally become a secure tenant. This means that the Council can only gain possession of your home under the grounds specified in the Act.</p> <p>No comparable information in the current version.</p>	<p>This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.</p>
d)	<p><i>If you have any questions about your tenancy, or if you would like more</i></p>		<p>This note provides information to the tenant and does not give rise to any rights or</p>

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
e)	<p><i>information about the rights and obligations of secure tenants and their landlords, please ask your housing officer. You can also get information from solicitors or advice centres such as the Citizens Advice Bureau.</i></p> <p><i>If you have any complaints about our housing service, you should discuss this with your housing officer. If you are not satisfied with the answer, you should ask for details of the complaints procedure.</i></p>	<p>No comparable information in the current version.</p>	<p>obligations for either the tenant or the Council.</p> <p>This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.</p>
2. Rent and other charges			
2.1	<p>The first week's rent must be paid when you sign up for your tenancy. Rent, including any service charges, must be paid every week in advance. A service charge is a charge to you under clause 2.8 of this Agreement. Rent is due every Monday for the week to come.</p>	<p>SECTION B – THE TENANTS OBLIGATIONS</p> <p>Under the terms of this agreement, you are required:-</p> <p>RENT</p> <p>To pay the rent or any other charges regularly and promptly</p>	<p>It helpfully specifies that rent is payable in advance and the day on which it is payable.</p>
2.2	<p>If you have to pay a service charge for the premises, that service charge is part of the rent.</p>	<p>There is no comparable clause in current version</p>	<p>The proposed clause seeks to make plain that service charges are part of the rent to be paid by the tenant.</p>
2.3	<p>If you are a joint tenant, you are equally responsible for paying all of the rent and any arrears (rent owed for the premises). We can ask for all of the rent owed for the premises from any individual joint tenant. A joint tenant who leaves is still responsible for all of the rent, and so is a</p>	<p>There is no comparable clause in the current version.</p>	<p>The proposed clause clarifies the obligations on joint tenants to pay the rent. .</p>

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
2.4	<p>joint tenant who lives in the premises on their own.</p> <p>If you owe rent for a previous Harrow Council tenancy (former tenant arrears) that will be added to your rent account for this tenancy. You must pay us amounts added to your rent account under this clause.</p>	<p>There is no comparable clause in the current version.</p>	<p>The proposed clause provides for former tenancy arrears to be added to the rent account for the current tenancy. Adding the former arrears to the current rent account would not make those arrears "rent" under the current tenancy and non-payment of those arrears would not entitle the Council to seek possession on the basis of rent arrears.</p>
2.5	<p>If you owe rent for this or a previous Harrow Council tenancy, we can use any money you pay us to pay any rent you owe ("arrears") before your current weekly rent.</p>	<p>There is no comparable clause in the current version.</p>	<p>The proposed clause seeks to give the Council a right not contained in the existing tenancy agreement. The Council claims the right to apply any money paid by the (i.e. including rent payments) to the payment of arrears, including former tenancy arrears. The County Court may not grant possession for rent arrears in circumstances where the tenant has been paying rent, but arrears have been built up because the Council has applied the rent payments to former tenancy arrears.</p>
2.6	<p>You must repay any money you owe us for the cost of repairing deliberate damage. If you do not keep to an agreed repayment plan for any money you owe us, the council can go to court to get permission to evict you from your home.</p>	<p>SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:- 2. USE AND OCCUPATION OF THE PREMISES (c) To use the premises and the Council's fixtures and fittings in a proper and caring manner. Not to commit, or allow to be committed any acts of wilful damage, graffiti or other acts of defacement to the</p>	<p>The first sentence in this proposed clause is, in substance, the same as the current tenancy agreement. The second sentence suggests that the Council may seek possession for non-compliance with a repayment plan. In respect of the second sentence amounts for damage repairs do not constitute "rent lawfully due from the tenant" and will not form the basis of an application for possession under Ground 1 in Schedule 2 to the Housing Act 1985. Failure</p>

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
2.7	We may at any time change the rent by giving you not less than four weeks notice in writing.	premises and estate. You shall repay the Council for the cost of any works carried out as a result of misuse or neglect.	to comply with the first sentence of the proposed clause may, strictly speaking, support a claim for possession based on breach of a term of the tenancy agreement (i.e. a different ground to Ground 1). However the County Court is unlikely to grant possession on the basis of a failure to pay damage repairs. If the deliberate damage is significant, the Court is far more likely to grant possession on the basis of the damage itself, rather than any failure to pay for repairs.
2.8	We have the right to charge you for any service we provide for your home. The cost will be charged as part of your rent. We will tell you in writing, at least four weeks before we do this.	There is no comparable clause in the current version.	The proposed clause spells out the Council's right to increase the rent upon giving notice. The clause is consistent with sections 102(1)(b) and 103(4) of the Housing Act 1985.
2.9	If you receive any compensation relating to your home and you owe any money to the Council for rent or any other debt related to your home (but not Housing Benefit or Council Tax), you must pay that compensation to the Council, or pay a part of the compensation equal to the amount you owe the Council. That compensation amount will be used to reduce the debt and may be paid onto your rent account to reduce your arrears.	There is no comparable clause in the current version.	The proposal is to make clear that the Council may charge tenants for the provision of services.
2.9	If you receive any compensation relating to your home and you owe any money to the Council for rent or any other debt related to your home (but not Housing Benefit or Council Tax), you must pay that compensation to the Council, or pay a part of the compensation equal to the amount you owe the Council. That compensation amount will be used to reduce the debt and may be paid onto your rent account to reduce your arrears.	There is no comparable clause in the current version.	The proposed clause seeks to give the Council a right to take compensation monies due to the tenant and apply them to reduce any debt or arrears owed by the tenant to the Council. Clause 3.14 is a specific instance of this clause, which relates to compensation for repairs

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
2.10	If the Council owes you any compensation relating to your home and you owe any money to the Council for rent or any other debt related to your home (but not Housing or Council Tax), then the Council may reduce the compensation paid to you by the amount that you owe the Council and use that money to reduce that which you owe and may pay that money into your rent account to reduce your arrears.	There is no comparable clause in the current version.	This proposed clause is similar to clause 2.9 in that it is a statement of what tends to happen in practice already. If a tenant has arrears and receives compensation for example for disrepair from the Council, the payment must be used to reduce the tenant's arrears.
2.11 30	If we take you to court we may add the costs of the case to your rent account. You must pay us the costs added to your rent account.	There is no comparable clause in the current version.	The proposed clause makes it plain that court costs will be added to the tenant's rent account. Costs added in this way do not constitute "rent lawfully due from the tenant" and will not form the basis of an application for possession under Ground 1 in Schedule 2 to the Housing Act 1985.
	Notes		
a)	<i>Your rent is due on Monday for the week to come. However, if we receive payment later than the Friday in the week in which you rent is due, your transaction will not be credited to your rent account until the following week and therefore your account will show arrears.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
b)	<i>If you owe rent, we will deal with you</i>	SECTION A – THE COUNCIL'S OBLIGATIONS	This note provides information to the tenant

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	<i>firmly but fairly. We will give you support and debt counselling and make arrangements for you to pay the rent if necessary. If you do not pay, we will take firm action which could lead to you being evicted.</i>	3. OTHER OBLIGATIONS The Council shall:- (d) If a tenant gets into rent arrears, enquire as to the reasons and offer advice on housing benefit before taking legal proceedings.	and does not give rise to any rights or obligations for either the tenant or the Council.
c)	<i>We will offer you a number of different ways to pay your rent.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
d) 31	<i>We would not normally consider rehousing you if you owe us any rent.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
e)	<i>Some tenants must pay an additional charge on top of the basic rent for extra services which they receive. If these charges apply to you they will be listed in your Tenancy Agreement. These charges may include: Hot water and heating</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
3. Repairs			
3.1	We will keep in repair the structure and exterior of your home, including drains, gutters, external pipes, joinery, roofs, chimneys & brickwork.	SECTION A – THE COUNCIL’S OBLIGATIONS 2. REPAIR AND MAINTENANCE The Council is obliged to maintain and repair:- (a) The structure, exterior and common parts of the building, including drains, gutters and external pipes.	The proposed clause does not refer to an obligation to “maintain” as does the existing comparable clause.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
3.2	We will keep in repair and proper working order the installations in your home for the supply of water, gas, electricity, and for sanitation (including basins, sinks, baths), as well as space and water heating. We will maintain your central heating system including pipes, radiators, boilers, gas fires and storage heaters so long as the appliances have been fitted by the Council. We may remove your gas fire if it is beyond repair, so long as there is another form of heating in your home, such as central heating.	SECTION A – THE COUNCIL'S OBLIGATIONS 2. REPAIR AND MAINTENANCE The Council is obliged to maintain and repair:- (b) Gas, electricity and water installations from the meter or stop-cock throughout the building, but not the meter and the mains supply to it.	The proposed clause refers to a limited, rather than a general, obligation to “maintain” unlike the existing comparable clause.
3.3	We will carry out an annual safety check on all of your gas appliances and pipe work excluding cookers. You must provide us with access to your home to carry out the safety check in accordance with Section 4 of this agreement.	There is no comparable clause in the current version.	The Council has a legal duty to carry out annual gas safety checks and this proposed clause places an obligation on tenants to provide access to the Council for this purpose.
3.4	If we lose money because you don't give us access to your home for works to be done, then we may charge you those costs and add that amount to your rent account. You must pay us the costs charged or added to your rent account.	There is no comparable clause in the current version.	The proposed clause will make it possible for the Council to charge tenants for costs due to refusal or failure to give access.
3.5	You will decorate the inside of your home and will maintain your home to a reasonable standard, including items that you have added to your home.	SECTION B – THE TENANT'S OBLIGATIONS 10. INTERNAL DECORATIONS	The proposed clause effects no substantive change from the existing agreement.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
3.6	<p>You must report any defects that need repair to the Council as soon as you notice them. The Council shall charge you any additional costs of damage caused due to your failure to promptly report any such defects requiring repair</p>	<p>To keep the interior of the premises in reasonable decorative order. In the case of elderly or disabled persons the Council may release the tenant from this obligation and carry out the internal decorations on the tenant's behalf.</p> <p>SECTION B – THE TENANT'S OBLIGATIONS</p> <p>9. DEFECTS</p> <p>To inform the Council immediately of any defect in the premises. The Council shall charge you any additional costs of damage caused due to the failure to promptly report a defect.</p>	<p>The proposed clause effects no substantive change from the existing agreement.</p>
3.7	<p>You are responsible for any damage to your home caused by you, members of your household or your visitors. You must pay us for any damage to your home. We will not be liable for repairs if you, or people you are responsible for, have caused them. When you leave your home you must ensure that it is in reasonable condition so it can be re-let immediately to another person or family.</p>	<p>SECTION A – THE COUNCIL'S OBLIGATIONS</p> <p>2. REPAIR AND MAINTENANCE</p> <p>The Council reserves the right to charge the tenant for any repairs to the premises and communal amenities by wilful damage or neglect by the tenant. This includes members of the tenant's household and visitors.</p> <p>AND</p> <p>SECTION B – THE TENANT'S OBLIGATIONS</p> <p>16. RESPONSIBILITY FOR OTHER PERSONS ON THE PREMISES</p> <p>To ensure compliance with these obligations of all</p>	<p>The most comparable clauses in the existing agreement are clause 2 of Section A and clause 16 of Section B.</p>

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
3.8	<p>You must use your home properly and responsibly. You must take reasonable care to keep all grates, grids, drains and gullies (not including gutters that catch water from the roof) clean and clear, and you must take care not to block toilets and sinks.</p>	<p>members of the family, including children living with the tenant, and other family members, visitors, guest, friends, relations, lodgers and sub-tenants regardless of whether they are living at the premises, visiting or temporarily staying. You are responsible for all damage or acts of nuisance or harassment caused, and will meet the cost of making good any damage. Any breach of these obligations can result in possession proceedings being taken against you.</p>	
3.9	<p>You have a right to carry out your own alterations or improvements, but you must get permission, in writing, from the Council (which we will not refuse unreasonably). Planning permission or other approval may also be required for some alterations or improvements. You should seek advice from us before undertaking any alterations or improvements. You may get compensation for this work when you end your tenancy. If you make an improvement or alteration to your home without our written agreement we may tell you to return the property to how it</p>	<p>There is no comparable provision in the current version.</p> <p>SECTION A – THE TENANT’S OBLIGATIONS</p> <p>11. ALTERATIONS</p> <p>To obtain the Council’s written consent before making any alterations or additions to the premises. This includes the erection of any outbuilding and wireless or television aerial (terrestrial or satellite). The Council shall not unreasonably without this consent.</p>	<p>This proposed clause does not remove the Council’s own liability for disrepair to keep grates, grids, drains and gullies and gutters in good working order but it places an obligation on the tenant not to cause blockages by placing inappropriate materials down toilets such as nappies or food debris down sink outlets which cause blockages.</p> <p>The proposed clause explains in more detail the requirement to obtain permission and the consequences for failing to obtain appropriate permission when undertaking any alterations or improvements to their home.</p>

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	was before. If you don't, we will do the work and make you pay for it. You may face possession proceedings.		
3.10	If your home is in a block of flats you must not attach a satellite dish or aerial to the building.	This is now a separate clause but is covered in 11. ALTERATIONS in the current version.	The proposed clause effects no substantive change from the existing agreement.
3.11	Following a mutual exchange with another tenant, you will be responsible for the decoration that the previous tenant has left in your new home. You will also be responsible for any improvements or alterations carried out by the previous tenant.	There is no comparable clause in the current version.	The proposed clause makes it clear to incoming tenants who wish to undertake a mutual exchange of their obligations when moving into a council property in Harrow. It will be important for Housing Officers to highlight this obligation in advance of the signing of the tenancy agreement so that the incoming tenant is aware before committing themselves to the move.
3.12	Subject to funding we will regularly decorate the outside of your home and shared areas.	SECTION A – THE COUNCIL'S OBLIGATIONS 2. REPAIR AND MAINTENANCE The Council is obliged to maintain and repair:- (d) External painting in accordance with the Council's policy	The proposed clause highlights the Council's obligation to keep the exterior of council houses and blocks in a reasonable condition.
3.13	We will maintain all entrances, halls, stairways, lifts, rubbish chutes, lighting and other common parts of all blocks of flats and maisonettes.	SECTION A – THE COUNCIL'S OBLIGATIONS 2. REPAIR AND MAINTENANCE The Council is obliged to maintain and repair:- (c.) Lifts and other communal amenities such as door entry systems where these are provided.	The proposed clause effects no substantive change from the existing agreement.
3.14	You have the right to get repairs done in	There is no comparable clause in the current	This new proposed clause clearly informs

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	a reasonable time. We will pay compensation, in line with our compensation policy, in the circumstances set out in the policy.	version.	tenants of their right to be paid compensation if the Council do not carry out repairs within their published timescales. The timescales are contained within the Tenants Handbook and given to tenants.
3.15	If you owe any money to the Council for rent or any other debt related to your home (but not Housing Benefit or Council Tax), any compensation for repairs will be used to reduce the debt and may be paid onto your rent account.	There is no comparable clause in the current version.	This proposed clause links to clauses 2.9 and 2.10 above but specifically relates to compensation paid for repairs.
3.16 36	If you pay a charge to us for hot water and heating and there is a breakdown in service, you must notify us of the breakdown. If the service is not restored within two days of us receiving your notice, then we will refund your payments for the charge that cover the period of the breakdown.	SECTION A – THE COUNCIL'S OBLIGATIONS 2. REPAIR AND MAINTENANCE The Council is obliged to maintain and repair:- (Second sentence in clause (b)) If you pay a charge to the Council for hot water and heating the Council will refund these charges if these services are not restored within two working days of notification.	This is similar to the clause in the current version although the proposed clause now includes an additional sentence which informs tenants of their obligation to notify the Council of any breakdown in service.
3.17	You must not remove internal or external walls or take out any other part of your home without our agreement in writing.	This is now a separate clause but is covered in 11. ALTERATIONS in the current version.	Although this is already implied in clause 3.9 it is considered important to specifically bring this to the attention of tenants since there have been cases in the past where tenants have removed walls which could have rendered the property structurally unsafe.
	Notes		

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
a)	<i>You are responsible for decorating the inside of your home. This includes repairing minor cracks in plasterwork and preparing surfaces so they can be painted or papered.</i>	There is no comparable information in the current version	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
b)	<i>We will maintain internal stairs, banisters and balustrades.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
c)	<i>You are responsible for repairing and maintaining your own equipment such as cookers or washing machines and any improvement you have put in yourself.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
d)	<i>We will only replace front and rear door locks where we are satisfied that they are faulty. We can replace lost or stolen door entry keys but you will be recharged for the cost of the replacement lock, keys and labour charge.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
e)	<i>If you are unable to take care of your home yourself, ask your Housing Officer about help that may be available.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
f)	<p><i>You are also responsible for:</i></p> <ul style="list-style-type: none"> • <i>Cleaning</i> • <i>Ventilating & heating to prevent condensation</i> • <i>Replacing toilet seats</i> 	There is no comparable information in the current version.	<p>This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.</p> <p>The Council has statutory obligations to carry out repairs by virtue of section 11 of the</p>

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	<ul style="list-style-type: none"> • <i>Changing locks or replacing broken keys</i> • <i>Keeping grates, grids, drains, gullies, toilets, baths, sinks & waste outlets clean</i> • <i>Taking care not to cause blockages</i> • <i>Buying and fixing curtain rails and light bulbs</i> • <i>Taking reasonable care to make sure that your pipes do not freeze</i> • <i>Providing your own TV aerial, unless there is a shared aerial which is part of a service charge in your rent</i> • <i>Replacing missing plugs in sinks and wash basins</i> • <i>Internal doors (including replacement) glass and fittings</i> • <i>Garden pathways, patios, fences</i> • <i>Kitchen unit doors, drawers and fittings</i> • <i>Cylinder jackets and pipe lagging</i> • <i>Repairs to plasterwork</i> • <i>Damaged wall and floor tiles</i> • <i>Fuses, pull cords, fluorescent tubes, starters, batteries to battery operated smoke alarms</i> • <i>Any repair resulting from accidental or intentional damage</i> 		Landlord and Tenant Act 1985 and section 96 of the Housing Act 1985.
4. Access			
4.1	We will normally give you at least 48 hours notice in writing if we want to come	SECTION A – THE COUNCIL'S OBLIGATIONS	This proposed clause places an obligation on the Council to give at least 48 hours notice if

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	<p>into your home, and will try to give you longer if possible. If we need to carry out repairs on your home we will give you at least seven days notice in writing, unless the repairs are emergency repairs. You should ask to see identification before you let anyone into your home.</p>	<p>3. OTHER OBLIGATIONS The Council shall:- (a) Where reasonably practical make reasonable arrangements to enter the premises on prior notice to the tenant for inspection and to carry out repairs and other works.</p>	<p>they wish to gain access to the tenant's home unless there is an emergency repair in which case no notice is required which is explained in clause 4.5.</p>
4.2	<p>You must let our officers, agents and contractors come into your home (to inspect it or do work on it or for any other reason) if we have given you notice, in writing.</p>	<p>SECTION B – THE TENANT'S OBLIGATIONS 8. ACCESS To allow authorised employees of the Council and its agents on production of their formal identification to enter the premises to inspect the property or carry out repairs. (See also new 4.1 above)</p>	<p>The proposed clause imposes an obligation upon the tenant that is the companion to the notice “undertaking” in clause 4.1.</p>
4.3	<p>If we have asked to come into your home but you do not let us in, we may obtain a court order against you requiring you to let us in. Repeated failure to allow access may result in us seeking a Possession Order from the Court.</p>	<p>There is no comparable clause in the current version.</p>	<p>This advises tenants that they will be in breach of their tenancy agreement if they fail to give access to the Council when required to do so.</p>
4.4	<p>If you have failed or refused to let us in more than once, we may force entry without giving you further notice. If we have to pay a penalty because you refused to let us in, then we may add it to your rent account. You must pay us any penalty added to your rent account.</p>	<p>There is no comparable clause in the current version.</p>	<p>This proposed clause covers situations where we have requested access to carry out a repair which has not been given and because of the delay the defect deteriorates and becomes an emergency repair. This clause should be read in conjunction with Note a) at the end of this section.</p>

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
4.5	If there is an emergency and we need to get into your home immediately, we have the right to force entry without giving you notice.	SECTION A – THE COUNCIL'S OBLIGATIONS 3. OTHER OBLIGATIONS The Council shall:- (b) In case of emergency enter the premises without prior notice to the tenant to prevent personal injury and damage to property and make good any damage howsoever arising.	The proposed clause contains a right to force entry in emergencies, not provided in the existing clause 3(b). The proposed clause is consistent with section 40 of the Housing Act 2004. Housing Officers and Repairs Officers will be provided with clear guidelines as to the circumstances in which it will be appropriate to force entry.
4.6	If we force entry we can charge you for any costs of doing so, which may be added to your rent account. You must pay us any costs added to your rent account.	There is no comparable clause in the current version.	The proposed clause contains a right to charge to the tenant the costs of forcing entry in emergencies, not provided in the existing tenancy agreement. Any charge added to the rent account in this way would not constitute "rent lawfully due from the tenant" and will not form the basis of an application for possession under Ground 1 in Schedule 2 to the Housing Act 1985. However failure to pay costs added to the rent account would mean the tenant was in breach of the tenancy agreement and an order for possession could be made under another Ground of the Housing Act 1985.
4.7	If we need you to leave your home temporarily so that we can do work, you must leave for as long as necessary.	There is no comparable clause in the current version.	This proposed clause simply advises tenants of the Council's right to require them to move when works are required which would render the property uninhabitable. This usually means that the Council needs access to all rooms within the property or for example may have to dig up floors in part of the property to deal with the defect. It should be read in conjunction with Note e) at the end of this section.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
4.8	If you are moved so that we can do work on your home, you must return to your home when we ask you to and you must leave your temporary home clean and tidy. The Council's standard terms and conditions of tenancy will apply to your temporary home.	There is no comparable clause in the current version.	This proposed clause is a companion to clause 4.7 above. It should be read in conjunction with the information provided in Note e) at the end of this section.
4.9	If you are moved temporarily to allow us to carry out repairs and you were responsible for some or all of the damage needing repair and the rent on the temporary property is different from the rent on your home, we may make you pay the higher of the two rents for the time you are in temporary accommodation.	There is no comparable clause in the current version.	In normal circumstances where the Council requires the tenant to move due to disrepair, the Council would charge the tenant the lower of the two rents. However this proposed clause makes it plain that in cases where the tenant has had to be moved because of damage caused by the tenant then this will not apply and the Council may make the tenant pay the higher rent.
	Notes		
a)	<i>We often pay penalties if our contractors cannot get into your home to do work. If we lose money because you do not let us in, you may have to pay this money and we may add it to your rent account.</i>	There is no comparable information in the current version.	These notes provide information to the tenant and do not give rise to any rights or obligations for either the tenant or the Council.
b)	<i>We need to check your gas appliances regularly to make sure they are safe. We may be prosecuted if we don't do this. You could put lives at risk if you do not let us in to your home when we ask to come in.</i>	There is no comparable information in the current version.	These notes provide information to the tenant and do not give rise to any rights or obligations for either the tenant or the Council.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
c)	We may need to force entry without giving you notice if, for example, there is a water leak, a gas leak or an electrical fault which may put people in danger, or which would cause serious damage to any premises, if we did not repair it. In these circumstances we will try and contact you or your relatives, if possible, before we force entry.	There is no comparable information in the current version.	These notes provide information to the tenant and do not give rise to any rights or obligations for either the tenant or the Council.
d) 42	<i>If we have to force entry we will make sure that your home is left secure and that you can get keys for any new locks that have to be fitted. You may have to pay for any costs of forcing entry such as new locks or doors. Those costs may be added to your rent account.</i>	There is no comparable information in the current version.	These notes provide information to the tenant and do not give rise to any rights or obligations for either the tenant or the Council.
e)	<i>We have a right to move you from your home, either temporarily or permanently, if this is necessary because your home needs major repair work, demolishing or redeveloping. Under these circumstances, we will usually offer you other accommodation, compensation and help with moving costs.</i>	There is no comparable information in the current version.	These notes provide information to the tenant and do not give rise to any rights or obligations for either the tenant or the Council.
5. Using Your Home			
5.1	You must use the premises as your only or principal (main) home and use it in a responsible way.	SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:- 2. USE AND OCCUPATION OF THE PREMISES	The proposed clause effects no substantive change from the existing agreement. The clause reflects in part the tenant condition contained in section 81 of the Housing Act 1985. The words “and use it in a responsible

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
5.2	<p>You must not allow your home to become overcrowded as defined by the Housing Act 1985 (as amended).</p>	<p>(a) To occupy the property as your only or principal home.</p> <p>SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:-</p> <p>2. USE AND OCCUPATION OF THE PREMISES</p> <p>(b) Not to permit the premises to become statutorily overcrowded.</p>	<p>way” are not part of the tenant condition, but the change makes no difference to the legal position.</p> <p>The proposed clause effects no substantive change from the existing agreement and the change makes no difference to the legal position. The reference to a definition in specified legislation is generally undesirable. It means that the agreement does not stand-alone. Instead, the parties have to go to another document to understand its meaning. The legislation may be amended or repealed according to Parliament’s will. In this instance, however, no amendment is proposed, because including the effect of sections 324 to 326 of the Act would unnecessarily elongate the clause.</p>
5.3	<p>You have a right to take in lodgers. You should notify us in writing if you wish to take in a lodger. You also have a right to sublet part of your home, but you must get our permission, in writing first. You must not sublet all of your home.</p>	<p>SECTION B – THE TENANT’S OBLIGATIONS Under the terms of this agreement, you are required:-</p> <p>5. LODGERS AND SUB-TENANTS</p> <p>(a) To obtain the Council’s written consent before sub-letting or parting with possession of part of the premises. You cannot move out and sublet the whole of the premises to someone else.</p> <p>(b) To inform the Council in writing if you take in lodgers</p>	<p>The proposed clause is substantially the same as the existing agreement.</p>
5.4	<p>You must only use the premises to live in and not for any business or other purpose, unless we have given you</p>	<p>SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:-</p>	<p>The proposed clause relaxes the position in relation to running a business from home. Housing Officers will be given guidelines as to</p>

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	permission, in writing.	2. USE AND OCCUPATION OF THE PREMISES (d) Not to run a business from the premises.	the appropriate exercise of the discretion referred to in the proposed clause.
5.5	You must not exhibit commercial advertising material in, on or about the premises without our written permission.	SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:- 7. ADVERTISING Not to exhibit commercial advertising material in, on or about the premises without the written consent of the Council.	The proposed clause is substantially the same as the existing agreement.
45.6	You must not keep any moped, motorbike or similar vehicle, or any other machine driven by an internal combustion engine, inside your home. Toys and garden tools are allowed provided they do not cause nuisance, damage or a fire risk.	There is no comparable clause in the current version.	The proposed clause is intended to prevent damage being caused to the premises or a nuisance being caused to neighbours.
5.7	You must keep your home clean and make sure the decoration inside your home is in a reasonable condition (also see the Repairs section above).	There is no comparable clause in the current version.	The proposed clause expands the existing agreement on decoration by requiring the tenant to keep the premises clean.
5.8	You must not allow anything to block (either partly or totally) access to or from your home, any other premises or any communal area near your home, including fire escapes.	SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:- 13. CLEANING COMMUNAL AREAS INSIDE BLOCKS	The proposed clause is more extensive than its current equivalent, in that it: relates to all homes; makes tenants responsible for a wider area; and extends responsibility to obstructions caused by other persons for whom the tenant is responsible.

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5.9	<p>You must take reasonable care to ensure that any outbuilding, yard or garden is kept clean, tidy and free from rubbish. You must cultivate and look after the garden and keep any trees, bushes, hedges or grass at a reasonable size or height. You must get permission from your housing office before planting any trees.</p>	<p>If the tenancy is of a flat or maisonette, to keep common parts adjacent to the dwelling clean and free from obstruction.</p> <p>SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:-</p> <p>12. GARDENS</p> <p>To keep the garden in a clean and tidy condition and to maintain all boundary fences. The Council may release elderly or disabled tenants from these conditions and have the work carried out at the expense of the Council in line with its policies.</p>	<p>The proposed clause extends the liability of the tenant to cover not only the garden, but also any outbuildings or yards. Boundary fences are covered in clause 5.12 below. This proposed clause should be read in conjunction with Note e) Section 5 – Using Your Home.</p>
5.10	<p>You must take reasonable care to keep your home, any communal areas near your home and any outbuildings secure from intruders.</p>	<p>There is no comparable clause in the current version.</p>	<p>The proposed clause is intended to place a general obligation on tenants for basic security such as keeping communal doors secure and not propping them open. This clause does not reduce the Council's liability for disrepair.</p>
5.11	<p>You must not assign (or sign over) your tenancy without our permission, in writing.</p>	<p>SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:-</p> <p>4. ASSIGNMENT OF THE TENANCY</p> <p>(a) Not to assign the tenancy other than by way of Mutual Exchange with another secure tenant or assured tenants of a registered housing association or housing trust which is a charity.</p>	<p>The proposed clause simplifies the current one. The circumstances in which the Council's permission may be sought and given are limited (mutual exchange, court order under nominated statutes and succession). Housing Officers follow a procedure when dealing with all applications for assignment. This clause should be read in conjunction with Note h – Section 5, Using Your Home.</p>

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
5.12	If you have boundary fences you must keep them in a reasonable condition.	<p>(b) To obtain the Council's written consent to a Mutual Exchange. If the Council withholds consent it will serve a notice on you within forty-two days of the date of application for consent specifying the reasons for refusal.</p> <p>SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:-</p> <p>12. GARDENS To keep the garden in a clean and tidy condition and to maintain all boundary fences. The Council may release elderly or disabled tenants from these conditions and have the work carried out at the expense of the Council in line with its policies.</p>	This clause is similar to the wording in the existing version. See also clause 5.9. and Note e) at the bottom of Section 5. There is no legal obligation on the Council to maintain or repair fences.
5.13	You must not put any structure e.g. (shed, garage, pond, greenhouse, fence, wall, satellite dishes and aerials)) on any land that is let with your home without our permission, in writing. You must remove any structure at the end of the tenancy, unless we agree, in writing, that it can stay.	<p>SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:-</p> <p>11. ALTERATIONS To obtain the Council's written consent before making any alterations or additions to the premises. This includes the erection of any out-building and wireless or television aerial (terrestrial or satellite). The Council shall not unreasonably withhold this consent.</p> <p>There is no comparable clause in the current version.</p>	The proposed clause makes clear that the tenant needs permission from the Council to install any structures etc. and that these must be removed at the end of their tenancy unless the Council confirms that they can stay.
5.14	You must not keep or use bottled gas, petrol, paraffin or other inflammable or explosive substances in your home or in any area nearby (this includes gardens, sheds and common areas).	There is no comparable clause in the current version.	The proposed clause is intended to reduce the risk of fires or explosions in the interests of safety.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
5.15	You must not let waste or other materials build-up in or around your home, which may cause a fire or attract vermin.	There is no comparable clause in the current version.	The proposed clause places an obligation on the tenant to ensure they do not cause a nuisance to their neighbours by storing substances which might attract rats or pose a fire risk.
5.16	You must take reasonable care to ensure that nothing is thrown, dropped or allowed to fall from any window or balcony or any other part of your home (for example furniture, nappies, food, paper).	There is no comparable clause in the current version.	The proposed clause places an obligation on the tenant to ensure they do not cause a nuisance to their neighbours by disposing of items in an inappropriate way.
5.17 47	You must make sure that no-one entering or leaving your home makes a noise which might disturb your neighbours.	SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:- 3. CONDUCT (a) Not to do or allow anything to be done which is illegal or which is a nuisance or annoyance to: and (b) Not to commit, or permit others to commit any act of harassment or racial harassment of:- neighbours, people living in the immediate vicinity of the dwelling, street or estate, regardless of whether they are Council tenants or owner occupiers and including people using local facilities, shops, footpaths, amenity areas, children on their way to school and elderly people using day care or sheltered housing facilities.	The proposed clause is more specific than the existing clause. If tenant's visitors disturb their neighbours by making noise when they enter or leave their home the tenant could be liable and may face legal action including eviction. See also section 6 below – Nuisance and Harassment Clause 6.2.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
5.18	You, or anyone in your home, must take reasonable care to ensure that you do not use any audio equipment, TV, washing machine, power tool or other appliance in a way that might disturb your neighbours.	16. RESPONSIBILITY FOR OTHER PERSONS ON THE PREMISES To ensure the compliance with these obligations of all members of the family, including children living with the tenant, and other family members, visitors, guest, friends, relations, lodgers and sub-tenants regardless of whether they are living at the premises, visiting or temporarily staying. You are responsible for all damage or acts of nuisance or harassment caused, and will meet the cost of making good any damage. Any breach of these obligations can result in possession proceedings being taken against you.	The proposed clause is an attempt to explain what is actually prohibited and to give practical examples. Causing nuisance in breach of this section could lead to legal action including eviction.
5.19	You must not apply any material to any surface, wall or ceiling of your home (inside or out) which is difficult to remove (for example, a textured wall finish) or highly flammable (for example, polystyrene tiles), or likely to cause noise nuisance (for example laminate flooring) unless you get our permission first, in writing (which we will not unreasonably withhold).	There is no comparable clause in the current version.	The proposed clause prevents tenants using certain materials when decorating. It is not intended that tenants who have already used those would have to remove them.
5.20	You must not allow any fire-fighting equipment, fire alarm, smoke detector,	There is no comparable clause in the current version.	The proposed clause does not make tenants responsible for maintaining fire safety items but

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	security system or similar safety or security device inside your home or near it, to be interfered with or removed at any time. You must not allow any fire door or security door to be kept open.		it does mean that it is a breach of the agreement to interfere with those, including propping open fire doors.
	Notes		
a)	<i>For security and maintenance reasons, you should tell your Housing Office preferably in writing, if you will be away from your home for more than a month.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
b) 49	<i>If you receive Housing Benefit, you will need to tell the Housing Benefit Department if any of your circumstances change.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
c)	<i>A lodger is someone who lives with you, but is not your partner or one of your family, and who pays you for his or her keep.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
d)	<i>You are responsible for the payment of all necessary connection charges (for example gas, electricity and water) and for the payment of all charges relating to those supplies, other than where we are responsible for work, repairs or obtaining certificates.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
e)	<i>If you find it difficult to remove bulky items or rubbish from your home, or to</i>	12. GARDENS (second sentence) The Council may release elderly or disabled	This note provides information to the tenant and does not give rise to any rights or

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	<i>maintain your garden or home, please contact your Housing Office for advice about how we could help you.</i>	tenants from these conditions and have the work carried out at the expense of the Council in line with its policies.	obligations for either the tenant or the Council.
f)	<i>Some trees can cause subsidence for example by draining the soil of water, or nuisance by blocking light to your neighbours. It is important that you get permission from your housing office before you plant any trees so we can help you choose the right ones.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
g)	<i>If you part with possession of the whole premises or the whole of it eventually becomes sublet, the tenancy will no longer be secure and cannot subsequently become a secure tenancy.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
h)	<i>The Housing Act 1985 states that secure tenancies may only be assigned in limited circumstances.</i>	See clause 5.11 above.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
6. Nuisance and Harassment			
6.1	You are responsible for the behaviour of any person living in or visiting your home (this includes adults and children), as well as for your own behaviour.	For comparison see existing clause 3 Section B indicated in clause 5.17 above.	The type of behaviour for which tenants are potentially responsible is far wider than in the current version.
6.2	You are responsible for behaviour in your home, on surrounding land, in shared areas (such as stairs, lifts, landings, entrance halls, shared gardens and so on) and in the local area around	For comparison see existing clause 3 Section B indicated in clause 5.17 above.	The proposed clause more clearly defines the physical areas in which tenants are responsible for the behaviour of persons living in their home or visiting them.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	your home.		
6.3	You must make sure that no person for whom you are responsible breaches any clause of this tenancy agreement.	For comparison see existing clause 3 Section B indicated in clause 5.17 above.	The proposed clause effects no substantive change from the existing agreement.
6.4	You must make sure that no person (meaning you or another adult or a child), either living in or visiting your home: Does anything which causes or is likely to cause nuisance, harassment, annoyance, disturbance or distress to any person (including our staff and agents) who lives in or is otherwise lawfully in the London Borough of Harrow;	For comparison see existing clause 3 Section B indicated in clause 5.17 above. AND 17. PROTECTION OF COUNCIL STAFF To ensure that you, members of your households and visitors do not subject Council employees or servants of the Council to any physical or verbal abuse, harassment or racial harassment. This includes acts which are likely to insure, intimidate, cause alarm or distress.	There is no change to the people whose behaviour the tenant is responsible for but the type of behaviour and where it happens has been set out in more detail to make the obligation clearer. In any court case taken by the Council the courts will consider the reasonableness of action taken or not taken by the tenant or their visitors so that a tenant will not normally be held responsible for the behaviour of someone who is truly not in their control. A tenant who has done everything they reasonably can do to prevent nuisance by a member of their household or visitor to their home will not be held responsible for it.
6.41	Does anything which is likely to cause harassment, nuisance, disturbance or distress to any person (including our staff and agents) who lives in or is otherwise lawfully in the London Borough of Harrow;		
6.42	Does anything which is likely to cause harassment to any person (including our staff, agents or contractors) who lives in or is otherwise lawfully in the London Borough of Harrow because of their colour, race, creed, religious belief, occupation, gender, sexual orientation, age, physical or mental disability, or any other particular thing about them;		The area where the tenant is responsible for behaviour will vary with the circumstances and is subject to changes in case law, but is broadly limited to the vicinity of their home.
6.43	Uses or threatens to use verbal or sexual abuse or violence on any member of your household;		Failure to comply with any of the clauses in this section would mean that the tenant is in breach of their Agreement and would be liable for legal action to be taken against them by the Council and this may include eviction proceedings.
6.44	Causes anyone who is part of your		

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
6.45	household to leave your home because of domestic violence;		
6.46	Uses your home for any immoral or illegal purpose including taking, selling or supplying any illegal substance;		
6.47	Makes false complaints about any other person;		
6.47	Damages or interferes with any property we own.		
5a)	<p>Notes</p> <p><i>You should be able to enjoy your home in peace. It is an important part of our agreement with you that every possible assistance is provided to achieve this. We will help you if you cannot enjoy your home because of problems caused by other people. We expect you to allow other people to enjoy their home.</i></p>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
b)	<i>We must give you and anyone living with you, help and advice if you report anti-social behaviour or another breach of the tenancy agreement. We will investigate your complaints, keep you informed and take appropriate action to tackle the problem.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
c)	Examples of nuisance or harassment:	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
53	<ul style="list-style-type: none"> • <i>loud noise including music, arguing, slamming doors;</i> • <i>dogs barking or fouling;</i> • <i>offensive drunkenness;</i> • <i>dumping rubbish;</i> • <i>playing ball games close to other homes;</i> • <i>using or threatening to use violence;</i> • <i>using abusive or insulting words;</i> • <i>graffiti;</i> • <i>using your home for illegal or immoral purposes;</i> • <i>receiving or storing stolen goods;</i> • <i>supplying or using illegal drugs;</i> • <i>providing sexual services for money;</i> • <i>damaging or interfering with any property that belongs to us.</i> 		obligations for either the tenant or the Council.
7. Flats, Maisonettes and Shared Areas			
7.1	<p>We will keep in repair the structure and interior of all shared areas of the building that your home is in, including</p> <ul style="list-style-type: none"> • Doors & windows • Internal walls, floors and ceilings • Steps, lifts, passageways and other means of access. 	<p>SECTION A – THE COUNCIL’S OBLIGATIONS</p> <p>2. REPAIR AND MAINTENANCE</p> <p>The Council is obliged to maintain and repair:-</p> <p>a) The structure, exterior and common parts of the building, including drains, gutters and external pipes.</p> <p>c) Lifts and other communal amenities such as door entry systems where these are provided.</p>	The proposed clause is similar to proposed clause 3.13, but simplifies and makes clearer the responsibility of the Council in relation to communal areas.
7.2	You must use all shared areas of the	For comparison see existing clause indicated in 5.8	This proposed clause supplements the

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	building that your home is in with reasonable and responsible care and must not allow anything to block or cause damage to a shared area.	above.	proposed clause 5.8 earlier in the agreement, which covers blocking access to or from (amongst other things) communal areas. The proposed clause 7.2 also expands on the proposed clause 5.8 by adding that the tenant must not allow anything to cause damage to a communal area, and also requires the tenant to use all communal areas of the building where their home is with reasonable and responsible care.
7.3	You must place all rubbish in areas, chutes or containers provided and must not throw any object, or allow it to be thrown from any shared area.	There is no comparable clause in the current version.	The proposed clause is a companion to clause 5.16 above.
7.4	Where you have rubbish chutes, you must only use them for small amounts of rubbish; large items should be put in the bins provided. You must not use rubbish chutes or the bins provided before 7 o'clock in the morning and after 11.00 o'clock at night.	There is no comparable clause in the current version.	The proposed clause places a new obligation on tenants not to cause a nuisance by inappropriately disposing of rubbish.
7.5	You must not allow any shared area to be used in a way which causes a nuisance, harassment or annoyance to your neighbours, their visitors or other people lawfully in the area of your home. Your duties under section 6 apply to shared areas.	For comparison see existing clause 3 Section B indicated in clause 5.17 above.	The proposed clause is far reaching, extending to nuisance caused to non-residents.
7.6	You must not allow fire doors, security doors or main doors to be kept open.	There is no comparable clause in the current version.	This is a companion clause to 5.20 above.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
7.7	You must not store anything in any shared area without our written permission (which we will not unreasonably withhold).	There is no comparable clause in the current version.	The proposed clause places an obligation on the tenant not to cause a blockage, nuisance or a fire risk in shared areas by storing belongings such as pushchairs, bicycles and other such items.
7.8	You must not interfere with any fire hoses, fire hydrants, inlet cupboards or storage areas in shared areas.	There is no comparable clause in the current version.	The proposed clause places an obligation on the tenant not to interfere with specific property belonging to the Council in shared areas.
7.9	You must report to us any defects in shared areas as soon as reasonably possible.	There is no comparable clause in the current version.	The reporting requirement will not reduce the Council's repair duty in circumstances in which the Council is aware of a defect, or should be aware of a defect.
57 07.10	You must share with other tenants and leaseholders the cleaning of internal entrance lobbies, staircases, landings and passages. Elderly and disabled tenants may be released from this responsibility.	SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:- 13. CLEANING COMMUNAL AREAS INSIDE BLOCKS If the tenancy is of a flat or maisonette, to keep common parts adjacent to the dwelling clean and free from obstruction. The Council may release elderly or disabled tenants from these conditions and have the work carried out at the expense of the Council in line with its policies.	The proposed clause clearly indicates an obligation on the tenant to keep shared areas clean.
7.11	You or anyone living with you, or visiting your home must not damage, deface, dump rubbish or put graffiti on council property. If you do so you will have to pay for any repair, removal or	SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:- 2. USE AND OCCUPATION OF THE PREMISES	The existing clause 2B c) is used as a comparison in proposed Clause 2.6 above although in that instance it only relates to the repayment by the tenant for any damage to Council property caused by the tenant. In

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	replacement and will face legal action.	(c) To use the premises and the Council's fixtures and fittings in a proper and caring manner. Not to commit, or allow to be committed any acts of wilful damage, graffiti or other acts of defacement to the premises and estate. You shall repay the Council for the cost of any works carried out as a result of misuse or neglect.	clause 2.6 above it does not specify the type of damage, graffiti or other acts of defacement on any council property as does this clause.
	Notes		
5) 50	<i>Please do not smoke in lifts or any shared areas where there are "no-smoking" signs.</i>	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
8. Pets			
8.1	You, or anyone living with you, must not keep a dog, even on a temporary basis, if you live in a flat or maisonette, unless it is a guide dog for a visually impaired person. If your tenancy began before 1 April 1992, you can keep a dog that you had at the start of your tenancy, but you cannot get another one.	SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:- 14. PETS c) Dogs are prohibited in all flats and maisonettes for tenancies commencing after 1st April 1992, except in the case of guide dogs for the blind.	The proposed clause effects no substantive change from the existing agreement. This change makes no difference to the legal position
8.2	You must make sure that no pet (animal, bird, insect, reptile or other living creature) that you keep at, or which is brought to, your home, causes nuisance	SECTION B – THE TENANTS OBLIGATIONS Under the terms of this agreement, you are required:-	The proposed clause is more specific than the current version in that it covers pets which would not normally be considered 'domestic' such as insects or reptiles or other living

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	or annoys or frightens anyone.	14. PETS a) To ensure that dogs and all domestic pets and other animals are kept under proper control and do not cause a nuisance to any person. b) Dogs and cats are not to be kept in sheltered dwellings.	creature.
8.3	You must take all reasonable steps that we consider necessary to prevent any pet that you keep at your home, or which is brought to your home, from causing a nuisance to, annoying, or frightening anyone. This includes providing suitable fencing. You will have to pay for all reasonable steps that we consider necessary.	There is no comparable clause in the current version.	The proposed clause places a new obligation on the tenant so as to prevent a nuisance or annoyance being caused to neighbours or to any council officers or any other person visiting the home.
8.4	If you live in sheltered accommodation you, or anyone living with you may keep a small caged bird or fish in a small aquarium but you must not keep, even on a temporary basis, any other type of bird or pet.	There is no comparable clause in the current version.	Sheltered accommodation would be considered unsuitable for any other type of pet apart from a small caged bird or fish kept in a small aquarium.
8.5	You cannot keep any pet at your home after it has caused any nuisance or annoyed or frightened anyone, unless you have our permission in writing.	There is no comparable clause in the current version.	Failure to comply with any of the clauses in this section would mean that the tenant is in breach of their Agreement and would be liable for legal action to be taken against them by the Council and this may include eviction proceedings.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	Notes		
a)	<p><i>Examples of animal nuisance could be</i></p> <ul style="list-style-type: none"> • <i>Unpleasant smells</i> • <i>Fouling</i> • <i>Excessive noise</i> • <i>Threatening behaviour</i> 	There is no comparable information in the current version.	This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.
9. Parking and vehicles			
9.1	You, or any person living in or visiting your home, must not park any motor vehicle anywhere on Council land except in the designated parking areas.	<p>SECTION B – THE TENANTS OBLIGATIONS</p> <p>Under the terms of this agreement, you are required:-</p> <p>6. PARKING</p> <p>a) Not to park any private motor vehicle, caravan or boat on the premises unless proper provision is made.</p> <p>b) Not to park any trade or commercial vehicle requiring an operators licence (i.e. More than 1525 Kg in weight) eg. larger than a transit van on or adjacent to the premises or on any communal part of the estate.</p>	The proposed clause extends the existing position by making the tenant responsible for visitors and people sharing the tenant's home
9.2	You or anyone living with you, or visiting your home must not park anywhere that would cause a nuisance to other residents.	For comparison see existing clause 6(a) Section B indicated in clause 9.1 above.	The most comparable clause in the existing agreement is clause 6(a) of section B.
9.3	You or any person living in or visiting your home must not allow vehicles to be parked anywhere that would obstruct	For comparison see existing clause 6(a) Section B indicated in clause 9.1 above.	The most comparable clause in the existing agreement is clause 6(a) of section B. There is no legal difficulty with the proposed clause.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	emergency services or prevent us or our contractors carrying out our work.		
9.4	You, or any person living in or visiting your home, must not in the locality, carry out motor vehicle repairs, which are likely to cause a nuisance or annoyance or offence to other people.	There is no comparable clause in the current version.	Although this is covered in proposed clause 6.41 above, this is more specifically worded.
9.5	You, or any person living in or visiting your home, must not park an un-roadworthy or untaxed vehicle except in a garage or on your personal drive.	There is no comparable clause in the current version.	The proposed clause places a new obligation on the tenant since un-roadworthy and untaxed vehicles may present a danger to children or other persons living in the locality.
9.6	We may clamp, remove and ultimately destroy any vehicle that is abandoned, dangerous, un-roadworthy or parked contrary to this agreement.	There is no comparable clause in the current version.	The proposed clause attempts to extend the Council's authority to the clamping, removal and destruction of illegally parked vehicles.
9.7	You, or any person living in or visiting your home must not park on the estate road any commercial vehicle licensed to carry loads above 7.5 tonnes or longer than 5 metres without written permission from us.	For comparison see existing clause 6(b) Section B indicated in clause 9.1 above.	The most comparable clause in the existing agreement is clause 6(b) of section B.
	Notes		
a)	<i>We know that vehicles can cause many problems and we hope the conditions above will reduce these problems as far as possible.</i>	There is no comparable information in the current version.	These notes provide information to the tenant and do not give rise to any rights or obligations for either the tenant or the Council.
b)	<i>If you have any difficulties involving</i>	There is no comparable information in the current	These notes provide information to the tenant

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
	<i>vehicles, which you cannot sort out, you should discuss the situation with your housing officer.</i>	version.	and do not give rise to any rights or obligations for either the tenant or the Council.
c)	<i>Please behave in a reasonable and neighbourly way if there are a limited number of parking spaces.</i>	There is no comparable information in the current version.	These notes provide information to the tenant and do not give rise to any rights or obligations for either the tenant or the Council.
d)	<i>You need the Council's permission in writing if you want to create a parking area in your front garden.</i>	There is no comparable information in the current version.	These notes provide information to the tenant and do not give rise to any rights or obligations for either the tenant or the Council.
e)	<i>Examples of vehicle repair nuisance are allowing oil to leak, leaving parts on footpaths and creating an eye-sore.</i>	There is no comparable information in the current version.	These notes provide information to the tenant and do not give rise to any rights or obligations for either the tenant or the Council.
10. Information, consultation and participation			
10.1	We will encourage and support tenants who want to get involved in the management of their homes, and will explain the various ways they can do this.	There is no comparable clause in the current version.	The Council gives a commitment through a 'Tenants Compact' to all council tenants to involve them in the management of their homes. See clause 10.5 for more information on the Tenants Compact. A Tenant Participation team exists within the Council's Housing Department who can provide information and advice to any resident wishing to get involved such as setting up or joining a residents association, monitoring contracts and estate walkabouts.
10.2	All information that we provide will be accessible on request in different, accessible formats such as large print, Braille and cassette translation.	There is no comparable clause in the current version.	Following good practice in other housing organisations and local authorities, the Council will provide such information on request.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
10.3	We will express all information clearly and will not use jargon, racist, sexist or other biased language.	There is no comparable clause in the current version.	The proposed clause continues the themes of equality and clarity.
10.4	We do not have to consult you individually about changes in the rent or service charges but we will tell you in writing at least four weeks before we make any change.	SECTION C – VARIATION OF THIS AGREEMENT 2) The Council may vary the rent and other charges by notice served on the tenant in writing.	This proposed clause is consistent with proposed clause 2.7 and with sections 102 and 103 of the Housing Act 1985.
10.5	We will send you a copy of the Tenant Compact if you ask us for one. The Compact sets out the range of options and guarantees on the way that Harrow tenants and leaseholders can shape, influence, monitor and directly control the services that Harrow Council provides. It also explains the Council's obligations for consulting with residents about important changes in housing policy and practice where these will result in significant changes in services to tenants.	SECTION A – THE COUNCIL'S OBLIGATIONS 3. OTHER OBLIGATIONS The Council shall:- c) Consult with tenants about important changes in housing policy and practice where these will result in significant changes in services to tenants.	This proposed clause should be read in conjunction with clause 10.1 above.
10.6	We may change the terms of your tenancy agreement. Apart from the changes in rent or service charges, we will always consult you before we make any changes.	SECTION C – VARIATION OF THIS AGREEMENT 1) The Council may vary these Conditions by notice served on the tenant, but only after its consultation procedure has been followed.	A full consultation exercise with all current tenants will always be carried out when considering any changes to the Tenancy Agreement and the views of tenants will be taken into consideration by the Council.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
a)	<p><i>You have the right to see information we have about you. (In certain circumstances you will not be able to see everything – for example details about other tenants). You can get copies of the information but you may have to pay.</i></p>	<p>There is no comparable information in the current version.</p>	<p>This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.</p>
b)	<p><i>You have the right to start or join a local tenants' group. Contact the Tenant Participation Officer or your Housing Officer for information about groups in your area or about how to start one.</i></p>	<p>There is no comparable information in the current version.</p>	<p>This note provides information to the tenant and does not give rise to any rights or obligations for either the tenant or the Council.</p>
22			
11.1	<p>11. Leaving your home and ending your tenancy You must give four weeks notice in writing to end your tenancy. The notice must end on Sunday or Monday and you must give a forwarding address. If you do not give us four weeks notice we will charge you rent equivalent to the required notice period.</p>	<p>SECTION B – THE TENANT'S OBLIGATIONS 15. TERMINATION OF TENANCY a) To give the Council 4 weeks written notice, to expire on a Monday, when you wish to end the tenancy.</p>	<p>The proposed clause gives greater flexibility to the tenant so that notice may now end on a Sunday or Monday. A forwarding address is usually sought in any event but this will make it a requirement. The address will enable the Council to contact the tenant at their new home. Failure to give a forwarding address will not stop the tenancy coming to an end.</p>
11.2	<p>At the end of the tenancy, if there is any damage to the premises, or if you have removed an item owned by us, you will have to pay for any repair or replacement and any other loss suffered by us.</p>	<p>SECTION B – THE TENANT'S OBLIGATIONS 15. TERMINATION OF TENANCY b) To return all keys to the Housing Department at the end of the tenancy. The premises must be cleared. Any belongings left will be disposed of by</p>	<p>The proposed clause simplifies the wording in the current clause although there is no substantive change from the existing agreement.</p>

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
11.3	Once the tenancy has ended, we will remove any item left in the premises and we will either dispose of it, or store it, as the law allows. The cost will be charged to you.	For comparison see existing clause 15(b) Section B indicated in clause 11.2 above.	Housing Officers have a procedure in place for dealing with any items left in a property once the tenancy has ended which requires them to act consistently with section 41 of the Local Government (Miscellaneous Provisions) Act 1982.
11.4	Once you have given notice to end your tenancy you must allow us access to your home, to carry out inspections and show new tenants around. We will make an appointment with you.	There is no comparable clause in the current version.	The proposed clause places an obligation on the tenant to allow access to Council officers for the purposes of identifying any works required and making offers to new prospective tenants to help reduce the time which the property is standing empty after the current tenant has moved out.
11.5	At the end of the tenancy you must leave the premises empty of your belongings and secure and you must give us all the keys to the premises. Any garages or sheds that you rent with the premises must be left empty.	For comparison see existing clause 15(b) Section B indicated in clause 11.2 above.	The proposed clause clarifies the tenant's obligation to leave garages and sheds that they rent from the Council empty of goods belonging to them and to return keys.
11.6	You must return the keys to your Housing Office before midday on the day that you leave the property, or on the next day when the Housing Office is open. If the keys are not returned on time, then we may charge you extra rent which will be added to the rent account	For comparison see existing clause 15(b) Section B indicated in clause 11.2 above.	Although this is similar to clause 15(b) of Section B in the current version, there is now a new liability on the tenant that they may be charged rent for every week or part week if they are late returning keys when the tenancy ends.

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
11.7	<p>for every week or part week when you have not returned the keys. If the locks have to be changed by us then you will have to pay for the cost of this.</p> <p>A secure tenancy must be ended with a court order. Where a secure tenancy no longer exists because, for example, you have stopped using the premises as your only or principal (main) home, we may end the tenancy by giving you 28 days notice to quit and apply for a court order for possession of the premises.</p>	<p>SECTION B – THE TENANT’S OBLIGATIONS</p> <p>15. TERMINATION OF TENANCY</p> <p>c) The Council shall be required to serve a tenant, who no longer occupies the premises as his/her principal home, with a Notice to Quit either by delivering the Notice, by hand, to the tenants last known residence in the United Kingdom, or by sending it by Recorded Delivery or Registered Post to the said place of residence.</p>	<p>The proposed clause simplifies the wording in the current clause although there is no substantive change from the existing agreement.</p>
12. Notices			
12.1	<p>Any notice will be properly served on us if you deliver it or send it by post to your Housing Office at:</p> <p>Head of Housing Harrow Council PO Box 65 Civic Centre Harrow HA1 2XG</p>	<p>There is no comparable clause in the current version.</p>	<p>The proposed clause makes it clear how tenants serve notice on the Council. If a tenant does not serve notice as required in the agreement, it may not be effective. This might mean that notice to terminate a tenancy is not effective if it is sent to the wrong address, although the Council may decide to accept service another way.</p>
12.2	<p>Any notice will be properly served on you if we deliver it, or send it by post to your home.</p>	<p>SECTION C – VARIATION OF THIS AGREEMENT</p> <p>3) The Council shall be required to serve any</p>	<p>The proposed clause simplifies the wording in the current clause although there is no substantive change from the existing agreement.</p>

Clause Number	Content of proposed new clause	Content of clause in existing version	Comments and statement of effect by London Borough of Harrow
		<p>Notice, to include a Notice of Variation in rent, a Notice of Variation to the terms of the Tenancy Agreement or a Notice Seeking Possession by delivering the Notice, by hand, to the tenant's last known residence in the United Kingdom, or by sending it by post, or by Recorded Delivery or Registered Post to the said place of residence.</p>	

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HARROW COUNCIL TENANCY AGREEMENT CONSULTATION MEETINGS DIARY

DATE	VENUE	TIME
Monday 30th October	Churchill Place Meeting Rooms 99 Churchill Place Barons Mead Wealdstone HA1 1XZ	7pm –9pm
Tuesday 31st October	Woodlands Community Hall Binyon Crescent Stanmore Middlesex HA5 5JJ	7pm –9pm
Wednesday 1st November	Kenmore Park Hall Warneford Road Kenton Harrow HA3 9HY	7pm –9pm
Thursday 2nd November	Northolt Road Hall (opposite South Harrow Police Station) Northolt Road South Harrow Middlesex HA2 0NR	7pm –9pm
Friday 3rd November	Harrow Weald Park Brookshill Harrow Weald Middlesex HA3 6RS	7pm –9pm
Monday 6th November	Pinner Hill Hall Pinner Hill Road Pinner Middlesex HA5 3SG	7pm –9pm

Tuesday 7th November	Wykeham Hall Bishop Ken Road Wealdstone Middlesex HA3 7HZ	7pm –9pm
Tuesday 7th November	Goddard Court Dobbin Close Harrow Middlesex HA3 7LR	7pm – 9pm
Wednesday 8th November	Churchill Place Meeting Rooms 99 Churchill Place Barons Mead Wealdstone HA1 1XZ	7pm –9pm
Wednesday 8th November	Belmont Lodge Blackwell Close Harrow Weald Middlesex HA3 6JX	7pm –9pm
Thursday 9th November	Flash Musicals Youth Theatre Junction of Overbrook Walk & Methuen Road Edgware Middlesex HA8 6EZ	7pm –9pm
Friday 10th November	William Allen House 61 Buckingham Road Edgware Middlesex HA8 6NQ	7pm –9pm
Saturday 11th November	Churchill Place Meeting Rooms 99 Churchill Place Barons Mead Wealdstone HA1 1XZ	2pm

Monday 13th November	Grimsdyke School Sylvia Avenue Hatch End Middlesex HA5 4QE	7pm –9pm
Tuesday 14th November	Rooks Heath High School Eastcote Lane South Harrow Middlesex HA2 9AG	7pm –9pm
Tuesday 14th November	St. George's Hall 98 Pinner View Harrow Middlesex HA1 4QG	7pm –9pm
Wednesday 15th November	Cedars Youth Centre Chicheley Gardens Harrow Weald Middlesex HA3 6QH	7pm –9pm
Thursday 16th November	Thomas Hewlett House Hartington Close Harrow Middlesex HA1 3RJ	7pm –9pm
Thursday 16th November	Pinner Village Hall Chapel Lane Pinner Middlesex HA5 1AA	7pm –9pm

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Meeting:	Tenants' and Leaseholders' Consultative Forum
Date of Circulation:	30 th October 2006
Subject:	Rent Restructuring and Service Charges
Responsible Officer:	Gwyneth Allen – Head of Housing
Portfolio Holder:	Housing
Exempt:	No

SECTION 1 – SUMMARY

This report sets out information relating to the main changes to rent restructuring and the general scope of changes that must take effect for the de-pooling of service charges from 2007/8.

FOR INFORMATION

SECTION 2 - REPORT

2.1. Background

2.2. Until 2002/2003, local authorities developed their own local policies with regard to setting rents. Since then authorities have been restructuring their rents in accordance with government guidance that is aimed at achieving a coherent structure of social rents between 2002 and 2012.

2.3. The 10-year process of rent restructuring for council and housing association is now in its fifth year. Under this scheme, a target or **formula rent** is

calculated for each property in line with government policy on the structure of rents. The formula is calculated based on manual earnings (70%) and the value of the property (30%) modified to reflect a higher rent for larger homes by using a bedroom weight. Actual rents move gradually towards the formula rent over the 10 year rent restructuring period.

2.4. The objectives of restructuring rents are:

- Social rents should remain affordable and well below those in the private sector
- Unjustifiable differences between the rents set by local authorities and housing associations should be eliminated
- Closer links between rents and property qualities should be established
- Social rents should be made fairer and less confusing to tenants

2.5. The council has applied the Government's prescribed formula for calculating social housing rents since April 2002. The actual rent includes an element of service charge which is yet to be determined. However to achieve rent convergence by 2012 the service charge element must be stripped out.

SECTION 3 – FURTHER INFORMATION

3.1. Review of rent restructuring formula

3.2. Following a review, in 2004, by the former Office of the Deputy Prime Minister, the government proposed major changes to rent restructuring policy. Up until now, there existed separate formulas for calculating council and housing association target rents.

3.3. From 2006/07, council target rents must be calculated using the housing association formula in order to achieve rent harmonisation between the two social housing sectors. The main changes are:

- Increased weightings for larger properties
- A new national average property value based on housing association property values that is 20% higher than that used previously
- A new national average rent based on housing association rents that is 20% higher than that used previously
- The formula rent for convergence is being increased by 0.5% a year rather than 1.5% a year to bring about consistency with housing associations
- A limit on increases in average rents by local authorities of 5% a year
- Compensation will be paid to those authorities affected by the 5% cap through the subsidy system

3.4. Harrow's actual rent is higher than formula or target rent. To achieve convergence service charges must be de-pooled.

4.0. Service charges

4.1. In Harrow rents include an element of service charge. Rents are generally taken to include all charges associated with the occupation of a dwelling, such as maintenance and general housing management services. Service charges usually reflect additional services which may not be provided to every tenant, or which may be connected with communal facilities rather than particular to the occupation of a dwelling. Different tenants may receive different types of service reflecting their housing circumstances.

4.2. Government has decided that local authorities should retain discretion to decide what services to charge for separately, and what services should be included within the rent, within a broad framework.

5.0. Treatment of service charges under rent restructuring

5.1. At present, some authorities identify service charges separately, some include the cost in the general rent charge to a tenant, and others pool the cost of services across all tenants. The separation of service charges from rent is known as 'rent unpooling' or 'rent 'de-pooling'. **Formula rents** take no account of service charges. Therefore, government has encouraged local authorities to move towards identifying service charges separately, based on the actual costs of services to individual properties. This would also allow tenants to see what they are getting for their money and to assess the reasonableness of the charges. The services most commonly separated from the rent are:

- Grounds maintenance
- Caretaking
- Estate cleaning
- Communal lighting
- Concierge service
- Heating
- Door entry systems
- CCTV
- Communal aerials
- Laundry services
- Community alarm
- Warden services in a sheltered block

5.2. Service charges are not governed by the same factors as the property charge or rent. Therefore, it is not appropriate to apply the restructuring formula to these charges. However, government does expect local authorities to set reasonable and transparent service charges, which closely reflect what is being provided to tenants.

5.3. The most widely used method in apportioning the cost of the service charge is a flat rate for each service. Other methods include a fixed amount to all tenants, a flat rate for each estate or block and a flat rate for each property type. Some council's have used more than one method to apportion their service charge costs. Appendices 1 – 3 illustrates examples of how service charges are calculated for a range of services.

5.4. If a local authority follows this approach then at the end of the rent restructuring period, the total charge to the tenant would comprise the **formula rent** plus a service charge based on the actual cost of additional services to that tenant. Where a property is subject to a cap on the **formula rent**, the service charge may be additional to the cap but should be strictly limited to the cost of the services provided.

5.5. Local authorities are expected to use their discretion on charging for services to avoid situations in which anomalies are created, e.g. it costs tenants much more to live in high-rise flats than it would be to live in street properties that they would find more attractive. In particular, government do not think it appropriate to levy service charges on services such as lifts that are essential to high rise flats any more than it would be appropriate to charge tenants of certain system-built houses extra amounts to reflect the high costs of maintaining their homes. These costs that are inevitable for the properties concerned: neither tenant nor landlord has any discretion over them. For some other services, drawing a clear line between those, which should be explicitly charged for, and those that should not is no easy matter. This is best left to local judgement.

6.0. Keeping Charges Affordable

6.1. Government policy is that no one's rent should increase by more than RPI + ½% +/- £2 per week because of rent restructuring. Similarly, they want to limit rises in overall bills due to separate identification of charges for existing services.

6.2. Therefore, in a year in which any service charge is de-pooled, local authorities are encouraged not to increase the total charge to any individual tenant by more than RPI + ½% +/- £2 per week. Within this constraint the authority has the discretion to decide the split between rent and service charges, so long as the total service charge is not more than the cost of providing those services.

6.3. In years where there is no de-pooling, service charges to an individual should not increase by more than RPI + ½% +/- £2 per week in any year. If this approach is followed, the total charge to tenants would not increase by more than RPI + ½% +/- £2.

6.4. There may be very rare occasions where an authority has to increase its service charge by more than RPI + ½% due to increases in costs outside its control, such as increases in fuel costs.

7.0. New Charges

7.1. One exception to this is when new services are introduced, in which case an additional charge equal to the cost of the new service may be made. A new service may be something completely new, or an extension of an existing service. However, government would expect authorities to consult appropriately with tenants before introducing new or extended services and associated charges.

8.0. Issues to take into account

8.1. At the Cabinet meeting of 17 February 2005 the revenue budget for 2005/2006 and medium term budget strategy for 2005/6 and 2007/8 plus the housing revenue account were approved on the basis of:

- a zero rent increase for two subsequent years
- Harrow's average rent would consequently be maintained below the formula rent thus incurring no rebate limitation until 2001/12
- rents would increase from 2007/8 by a standards 4.73% pa to reach convergence

8.2. Following the decision to retain the council's housing stock using the prudential borrowing arrangements to meet the Decent Homes Standard, the HRA Business Plan was signed off by GOL in January 2006 on the basis that the de-pooling of service charges in 2006/7 would deliver increased rental income.

8.3. The service charge costs after de-pooling should not exceed the cost of providing the service in the first place.

8.4. Housing benefit implications need to be assessed. At present entitlement to housing benefit is payable on the pooled service charge included with the rent. De-pooling may result in tenants be liable for elements of the service charge.

9.0. Next steps

9.1. A benchmarking exercise will be undertaken to update the Council's module for applying formula rents and to identify and agree the service charge elements to be de-pooled.

9.2. A further report will be submitted in January 2007 setting out options for the treatment of service charges and the timetable in relation to consulting all tenants.

SECTION 4 - CONTACT DETAILS AND BACKGROUND PAPERS

Contact: Angela M. Todd, Service Manager – Housing Strategy, 020 8424 1339

Background Papers:

- A Guide to Social Rent Reforms in the Local Authority Sector (2004), OPDM
- Briefing: Council Rents and Service Charges 2006/7, London Councils
- Cabinet Report (17.02.05), agenda item 10 – Revenue Budget 2005/6 and Medium Term Budget Strategy 2005/06 to 2007/8 (including Housing Revenue Account)

Examples of how service charges are calculated for the following services:

Concierge

Total costs for borough	£3,000,000.00
divide by number of rent points for the borough	60,000
To give the Cost per Rent Point	£50.00
This is multiplied by the number of rent points appropriate to the service you receive	10
To give the cost for your service	£500.00
This is multiplied by the number of flats in your estate plan	30
To give the Estate cost	£15,000.00
Any building cleaning costs are added	£500.00
To give the Total Estate Cost	£15,500.00
This is multiplied by your property Rateable Value	£250.00
and divided by the Estate Rateable Value	£7,500.00
to give the Property Cost	£516.67

Horticulture

Site cost	£240.00
This is multiplied by the fraction of that site that is applicable to your estate plan	0.5
to give the Estate cost	£120.00
This is multiplied by your property Rateable Value	£200.00
and divided by the Estate Rateable Value	£2,400.00
to give the Property Cost	£10.00

Caretaking

Total costs for caretaking area	£250,000.00
divided by the number of properties with caretaking	2,000
gives the average caretaking cost per property	£125.00
this is multiplied by the number of properties in the estate	12
to give the estate cost	£1,500.00
This is multiplied by your property Rateable Value	£200.00
and divided by the Estate Rateable Value	£2,500.00
to give the Property Cost	£120.00

Examples of how service charges are calculated for the following services:

District Heating	Lift maintenance	Electricity (Lifts, Heating or Communal Lighting)	Minor Repairs
Fuel total for the boiler house	Total estate cost	Electricity total	Total repairs for estate
£5,000.00	£2,000.00	£500.00	£250.00
This is multiplied by your property Rateable Value	This is multiplied by your property Rateable Value	This is multiplied by your property Rateable Value	This is multiplied by your property Rateable Value
£250.00	£200.00	£200.00	£200.00
and divided by the boiler Estate Rateable Value	and divided by the Estate Rateable Value	and divided by the Estate Rateable Value	and divided by the Estate Rateable Value
£20,000.00	£8,000.00	£5,000.00	£2,000.00
to give the Property Cost	to give the Property Cost	to give the Property Cost	to give the Property Cost
£62.50	£50.00	£20.00	£25.00
TV Aerials		These charges are a fixed amount for each property that receives the service.	
Insurance		These charges are calculated for each property by the Council's Insurance Section.	

Examples of how service charges are calculated for the following services:

Management

Total borough cost of all staff involved in leaseholder work	£600,000.00
Total of all Property Rateable Values	£1,160,000.00
Divide 1st by 2nd to give the Cost per £1 RV	£0.52
This is multiplied by your property Rateable Value	£200.00
to give the Property Cost	£103.45

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Meeting:	Tenants' and Leaseholders' Consultative Forum
Date of Circulation:	30 th October 2006
Subject:	INFORMATION REPORT – Housing issues - Anti Social Behaviour
Responsible Officer:	Gwyneth Allen Head of Housing
Portfolio Holder:	Housing
Exempt:	No

SECTION 1 – SUMMARY

This report sets out in summary form three typical examples of anti-social behaviour and provides information for TLCF on the action that can be/ is being taken to manage the issues that arise. The report also provides detail of the additional support that is being given to staff to bring to satisfactory conclusion examples of anti-social behaviour. TLCF has received a petition and a request for a special meeting to discuss specific issues relating to anti social behaviour. Tenants' and Leaseholders' Associations must appreciate that specific cases cannot be discussed openly and therefore this report seeks to assure TLCF of the action that is being taken in all cases of reported anti social behaviour.

FOR INFORMATION

SECTION 2 - REPORT

Resident Services is currently dealing with 22 cases of Anti Social Behaviour. Of those 22 cases, 12 were served with Notices Seeking Possession, which is the first step to taking legal action. Of those 12 cases, 5 have required Harrow to instigate possession proceedings.

Case 1 – Typical Mental ill Health Case

The tenant was served with a Notice Seeking Possession and was also served with a Demotion Notice. Harrow issued the Demotion Notice with the Notice Seeking Possession so that when the case went to court if the Judge failed to give possession of the property we could ask for the secure tenancy to be demoted to a non-secure tenancy. This would have enabled Residents Services to return to court and obtain possession of the property if further breaches were reported.

Residents were prepared to be witnesses at the court hearing to give evidence against the perpetrator who was causing serious anti social behaviour.

Several meetings were held with People First regarding the behaviour and following an assessment they advised that the tenant was not capable of sustaining independent living.

Resident Services asked for a referral to be made but were advised that there was no space available. As the Court Hearing was listed for August the Area Manager worked with the Rehabilitations Services Manager advising that the Judge would want a clear explanation of the reasons why the tenant was not provided with supported accommodation.

Shortly after that the tenant accepted supported accommodation when it became available and the tenant terminated the tenancy. Court Proceedings were withdrawn.

Case 2 – Mental ill Health Case

The tenant was served with a Notice Seeking Possession and was also served with a Demotion Notice. We issued the Demotion Notice with the Notice Seeking Possession.

Following an assessment we were advised that the tenant was not capable of sustaining independent living. However, due to alcohol and drug dependency the tenant was not eligible for supported accommodation. A support worker advised specialist rehabilitation unit and several referrals have been made and the tenant is refusing to engage.

When the tenant is released from Hospital there is a period of tranquillity and acceptance of treatment. When medication ceases aggression is manifest.

A meeting was held with medical advisers to discuss the case as Resident Services and the Police and the Anti Social behaviour Unit had concerns about the tenant returning.

A request was made for an urgent referral to a specialist unit but unless the tenant accepts the help offered there is no mechanism for compulsion. The tenant has rejected all attempts at pro-active approaches by resident services staff. Local residents feel that Harrow are not doing enough to resolve the situation but the Police and housing staff have to work within the available system. Local residents have made several requests that the tenant be re-located and we have advised that it is not our policy to move a perpetrator who is causing anti social behaviour as this is seen as a reward for bad behaviour and we are not resolving the issues by the move.

Each time the tenant is sectioned under the mental health acts no action can be taken as the courts state that the tenant cannot be held accountable for their actions.

Proceedings have been instigated but it is anticipated that Harrow will not be successful in obtaining a possession order as under the Mental Health Act we have a duty to provide the tenant with accommodation.

Case 3 - Drugs

We are currently receiving complaints that a resident in a block of flats is dealing in drugs. Staff have visited the area to investigate. Evidence of drug paraphernalia was found in the communal staircase and in the bin room. Photos were taken of the walls, which were covered in graffiti.

The area, which is being vandalised, has been identified for a minor estate improvement of fencing to prevent people from gathering in the area.

Police at the safer neighbourhood team were alerted of the complaints received. They agreed to increase the patrols and make a visual presence.

Resident Services issued posters and incident logbooks and letters, which were hand delivered to every resident on the estate.

To date no further complaints have been reported and none of the incident logbooks have been completed by any residents.

Resident Services is aware that the problem is probably continuing but without residents support there is insufficient evidence to take the matter further.

To obtain a possession order Harrow need strong evidence that will stand up to close examination in Court. If the judge is satisfied that the tenant has breached the terms of their tenancy agreement they can grant possession.

What we currently do:

When a complaint is received we send out Incident logbooks for the resident to record any incident of anti social behaviour. When the book is returned and depending upon the information received then the perpetrator will be interviewed to explain the actions. We ask the perpetrator to make an agreement and offer solutions to modify the behaviour. This is followed up in writing and a letter also sent to the person who made the complaint.

If further complaints are received the safer neighbourhood team are made aware of the situation. Letters and incident logbooks are sent to other tenants in the block/street to build up a picture of the level of nuisance that is occurring.

If complaints continue then a case management conference is called and the Police and social services and other agencies are invited to the meeting to discuss the case jointly and come up with a solution. The perpetrator will be invited to attend a joint meeting and will be asked to sign an Acceptable Behaviour Contract which will list certain conditions that they must abide by and are issued with a warning that if they breach then further action will be taken against them.

This could be in the form of an ASBO or possession of the property.

Whilst anti social behaviour orders (ASBO) are a tool for tackling anti social behaviour we have not been able to utilise them to their full potential. Resident Services obtained the first ASBO in 2004 and have not identified a case in which this tool could effectively be used since that time. ASBO's are not suitable in cases where there are mental ill health issues.

Each high level anti social behaviour case is considered at the early stage for its suitability to apply for an ASBO.

Improvements that Resident Services are implementing to tackling Anti Social Behaviour.

Full training is to be provided to all members of staff on the 1st November 2006. New case management procedures are to be implemented. New incident recording books are being printed with step-by-step process. Booklet on a Guide to Tackling Anti Social Behaviour is currently being printed. Anti Social Behaviour Protocol is currently being updated. Develop protocols with the Safer Neighbourhood Teams. Introducing new tenancy agreements, which have more robust clauses to tackle anti social behaviour.

Update the web pages on the Internet on our aims for tackling anti social behaviour.

Other Tools:

Resident Services and the Anti Social Behaviour Unit have identified that we do not have sufficient tools to capture anti social behaviour and we are jointly in the process of purchasing CCTV equipment which will assist us in gathering critical evidence of anti social behaviour where witnesses are not willing to give statements or record events on log books for fear of any reprisals against them or the families.

The system is completely portable and can be located anywhere and offers covert monitoring from strategic observations points and can even be buried in the ground. This will be beneficial if we have areas, which are subject to constant fly tipping.

Once the system is installed it delivers live images direct to a PC or a laptop. This information can be used in court and passed to the police for any criminal convictions.

This system is to be deployed in a block of flats where we have received complaints of drug dealing. The Police and Resident Services have been unable to identify the culprits and are hoping to secure a conviction once the system is installed.

Safer Neighbourhood Teams

Since the introduction of the Safer Neighbourhood teams Residents Services have become more aware of ASB cases on estates, which were previously not being reported to us.

This has enabled us to act more quickly

E.g. Local Police informed us that they had made an arrest for the growing and cultivation of Marijuana. Tenant was charged with intent to supply and following this report has been served with Notice Seeking Possession.

Once the tenant is convicted Harrow will be in a position to ask the court to grant possession for misusing the premises.

It is quite clear that partnership working is contributing to tackling anti social behaviour on our estates in particular work with the Safer Neighbourhood teams.

SECTION 3 – FURTHER INFORMATION

Tenant handbook for handling anti-social behaviour

SECTION 4 - CONTACT DETAILS AND BACKGROUND PAPERS

Contact: William Manning, Resident Services Manager, 0208 424 2074

Background Papers: None

Tackling Anti-Social Behaviour

Tenants' Handbook



A MESSAGE FROM THE DIRECTORATE OF HARROW COUNCIL

“We have listened carefully to our residents and made tackling nuisance and anti-social behaviour a top priority for us. We fully recognise the impact that anti-social behaviour can have on the lives of our residents and that the actions of a few can destroy the lives of many others in the surrounding area.

To this end, We want to reassure you that we will be taking all necessary action through using all available tools that the government has laid at our disposal to protect our residents from nuisance and harassment.

We fully recognise that Harrow Council cannot achieve our goal on our own, but will need to work with agencies to ensure that all our residents’ are able to enjoy their homes in peace.

Harrow is a diverse community and all our residents are entitled to occupy their homes free from harassment and the effects of anti social behaviour. Harrow Council will work with residents to secure this right”

Gwyneth Allen
Head of Housing
Harrow Council



TENANTS' HANDBOOK

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INTRODUCTION

Solving neighbour problems

Harrow is a diverse, multi-cultural community situated in North West London. In a busy urban environment like Harrow, we can all expect a certain amount of noise and annoyance from others going about their normal everyday lives. Different sleep patterns, difference of view over behaviour of children, pets etc., different lifestyles can lead to friction and disputes. Whilst we want to build a tolerant community where we respect our neighbours we accept that there are circumstances where residents act unreasonably to their neighbours and fail to take their needs into consideration.

Harrow Council is responsible for managing council owned homes. We are committed to investigating your allegations of nuisance or anti-social behaviour from neighbours and other individuals. We can then decide on the best way of dealing with the problem.

This booklet aims to assist residents in resolving problems with neighbours and others whose actions are detrimentally affecting their quality of life; and recognises that there are many ways of solving neighbour problems.

Where possible we favour trying to resolve disputes informally and help those involved to resolve any differences they may have. Depending on the circumstances, we may recommend mediation as the best way of resolving a neighbour dispute. Trained, independent people will talk to you about your problem and contact the other person or people involved. The aim is to reach an agreement about what is to happen in the future, for example, not playing loud music at certain times.

However, we also recognise that there are circumstances where due to either the seriousness or persistent nature of the problem you have complained of, it will be necessary for us to take appropriate legal action against the perpetrator of the anti-social behaviour due to their failure to abide by the terms and conditions of their tenancy.

HARROW COUNCIL'S COMMITMENT

We feel it is essential to demonstrate to our customers our overall vision and commitment to protect the needs of our residents.

To this end we :

- ◆ are committed to taking action to deal with anti-social behaviour;
- ◆ will do everything we can to support our residents' right to quiet and peaceful enjoyment of their home;
- ◆ will take all reasonable steps to ensure that all our residents fully comply with their obligations under the terms and conditions of their tenancy;
- ◆ fully recognise the importance of multi-agency working and will therefore work in partnership with our key partners such as the Police;
- ◆ ensure that the treatment you receive from us is second to none in terms of customer care.



TYPES OF NUISANCE AND ANTI-SOCIAL BEHAVIOUR

Below are examples of nuisance and anti-social behaviour. This list is not exhaustive but will give you an insight into behaviour that falls outside the terms and conditions of Harrow Council's tenancy agreement.

Anti-social behaviour occurs when behaviour by one household or individuals in an area threatens the physical or mental health, safety or security of another household or individual.

Noise nuisance

Noise is a common problem amongst our residents. Some noise is tolerable and inevitable in a densely populated environment, but it becomes a nuisance when its level and frequency make an unreasonable invasion on your right to peace and quiet. Noise nuisance can range from playing loud music or listening to the television at unreasonable levels, to shouting or slamming doors loudly and inconsiderate use of electrical appliances. Removing flooring such as carpets or installing wooden/laminate flooring can seriously undermine the sound insulation of your property and cause annoyance to your neighbours. Do not play your car radio whilst on or leaving/arriving at the carpark to your property especially at night as this will also cause annoyance to your neighbours.

Harrow Council can take action against serious noise nuisance under the Environmental Protection Act 1990 resulting in Criminal Prosecution and/or confiscation of sound equipment. Harrow Council may also take action against perpetrators of noise nuisance under the Housing Act 1996.

Graffiti, vandalism and damage to council property

Any type of graffiti, vandalism or damage to council property is not only in breach of the tenancy agreement, the police can prosecute anyone caught doing so. Criminal damage includes damage to the block or the estate and the property of residents who live on the estate. If you witness anyone causing damage to council property, you should immediately contact your local housing office and/or the police.



Obstructing Communal Areas

Dumping rubbish on communal balconies, staircases or landings, in corridors, entrance areas or common areas, can cause nuisance or danger to others. All household rubbish should be put in the bins provided. Blocking communal areas by leaving gas cylinders, washing, rubbish, prams, fridges, bicycles or other objects in the way, is in breach of the tenancy agreement and can represent a serious fire hazard. These items will be removed and you will be charged for this.

If either you, your family or visitors to your home are found to be loitering in communal areas thereby creating a nuisance and annoyance to others, you will be deemed to be in breach of your tenancy. Action may then be taken against you.

Racial Harassment

Harrow Council is committed to evicting any tenant who racial abuses or threatens another resident. A racial incident is classified as “any incident which is perceived to be racist by the victim or any other person”

Threatening, insulting or abusive words and behaviour (spoken or written) are a criminal offence and perpetrators should be reported to the Community Safety Unit at your police station or your local Housing Office. Harrow Council will not tolerate any harassment due to race, colour, nationality, culture, sexuality, gender, age, marital status, religion or disability.

Criminal Activity

Examples of criminal activity include drug dealing and usage, prostitution and handling stolen goods. As well as being a breach of the tenancy agreement, these acts are against the law.

If you suspect a neighbour of committing these crimes, please voice your concerns directly to your housing officer. Harrow Council is working with the police to ensure that we are tough on crime.

Domestic Abuse

Everyone has the right to live in a safe home environment, free from abuse. If you or someone you know is suffering from domestic violence, neglect, or emotional or sexual abuse you can contact the Community Safety Unit at your local police station. Your local housing office can also provide confidential advice and assistance.

YOUR RESPONSIBILITIES

The tenancy agreement sets out what to expect from us and what we can expect from you. In accordance with these terms and conditions, you have agreed:

- ◆ NOT to cause a nuisance, or let your family, friends or visitors cause a nuisance by making too much noise.
- ◆ NOT to cause a nuisance, or let your family, friends or visitors cause a nuisance by harassing anyone.
- ◆ NOT to be involved in criminal activity.
- ◆ NOT to damage the property and to return it to the council in a good state when you leave.
- ◆ TO dispose of your rubbish in the appropriate bins provided.
- ◆ TO be responsible for the good behaviour of your family, friends and visitors in your home or on the estate. For example, you are personally responsible for the conduct of your children.
- ◆ TO ENSURE that any pets the council has given you permission to have are kept under control and do not make a mess, cause a nuisance, or damage your home or the estate you live on.
- ◆ NOT to use your washing machine or do DIY outside normal daylight hours.

DEALING WITH PROBLEMS YOURSELF

This method is often the simplest way to resolve problems. Most people can be reasonable if approached in person. People are sometimes unaware that they are causing you a nuisance.

Speaking with someone face to face is certainly preferable to either shouting at them or writing them letters because they are likely to become defensive. Preparation - before approaching your neighbour:

- ◆ Think about what you want to say before approaching your neighbour.
- ◆ Have a clear and simple message in mind - it will give you more confidence.
- ◆ Be clear about what the problem is and think about how it affects you.
- ◆ Do not stray from the main issue.
- ◆ Think beforehand what the outcome is likely to be.
- ◆ Try and choose a good moment.
- ◆ Before you talk to your neighbour, try talking to another person. e.g. a friend or your housing officer.

SOME USEFUL TIPS:

- ◆ Try to stay calm and friendly. Being aggressive is not going to help.
- ◆ Explain what the problem is, how you feel and how it affects you. Often people may not realise that a problem exists, especially when the problem is noise.
- ◆ Always listen to your neighbour and think about what they are saying. By listening as well as talking you help to build a good atmosphere where problems are more likely to be resolved.
- ◆ Try not to interrupt the other person when they are talking.
- ◆ Try not to shout, even if your neighbour does! Try to stay in control and not be abusive.
- ◆ Try not to bring up incidents from the past, especially if they are not relevant to the present dispute. Try instead to look to the future and how you want things to change.
- ◆ Be tolerant.
- ◆ If your neighbour is unreasonable - leave the discussion.



OUR RESPONSIBILITIES

Harrow Council are responsible for the day to day running of Council properties. They make sure that all tenants keep to the terms and conditions of their tenancy agreement.

Nuisance behaviour is a breach of the tenancy agreement, so if the person causing the nuisance is a Council tenant or leaseholder, you should contact the relevant housing office and they will investigate.

Action plan

Your Housing Officer will discuss with you an action plan to resolve the problem. He or she will confirm the action plan in writing to you. They will be honest about the likely outcome of the various forms of action, particularly legal action.

Depending on what happened, the action plan might include:

- ◆ you approaching your neighbour;
- ◆ mediation;
- ◆ an officer interviewing or writing to your neighbour;
- ◆ using specialist staff or equipment to analyse a noise nuisance problem;
- ◆ collecting further evidence, or using professional witnesses;
- ◆ starting legal action. Court action will only succeed if the right evidence is available.
- ◆ involving other council departments or organisations.

LEGAL ACTION THE COUNCIL CAN TAKE

Although legal action is the last step in the process, Harrow Council will not hesitate to take action against the few who continually cause nuisance to our residents. Action that we may take includes:-

Injunctions

These can be obtained very quickly and can order your neighbour to stop doing something i.e.: playing loud music or can order them to carry out an action e.g. clear their garden of rubbish. In serious cases of nuisance and harassment, where there is the threat of violence, the court can attach a power of arrest to the injunction. This can be obtained within 24 hours. If your neighbour continues the behaviour, the police have the power to arrest them immediately.

Possession Orders

This process takes longer than obtaining injunctions and will normally involve evidence that has been gathered over a period of time being presented to the court. To obtain a possession order we need strong evidence that will stand up to close examination in court. If the judge is satisfied that the tenant has breached the terms of their tenancy or specific requirements contained in the Housing Act, they can grant a possession order meaning that the tenant can be evicted by County Court bailiffs.

Anti-Social Behaviour Orders

These are new legal orders which can be specifically used against people aged 10 or over. To obtain an orders we have to work very closely with the police. Incidents where these orders maybe used include against youths that loiter in communal parts and who intimidate residents with their behaviour. An order could take the form of banning these youths from a particular area or part of the Borough.

Environmental Health can take criminal proceedings with a maximum fine of £5000 per offence. They can confiscate sound equipment and keep it permanently where justified. Evidence can be used for possession and/or anti-social behaviour orders.

Leaseholders

Leaseholders are bound by the covenants contained in their leases not to behave in an anti-social manner. Harrow Council is committed to applying to court for forfeiture of a lease or an injunction in the event of a breach of covenant by a leaseholder. It would be a requirement for us to be able to prove to the court that the covenant has been broken. Injunctions may also be taken out against leaseholders.

REPORTING NUISANCE TO HARROW COUNCIL

If you are suffering from nuisance, you should contact your local housing office and ask to speak to your Housing Officer.

Once you have reported the nuisance, the housing officer will usually write to your neighbour, advising them of the complaint but not telling them where it has come from. The letter will also state that if the complaint is founded or the behaviour continues, legal action may have to be taken. Your neighbour will be invited to meet with their housing officer and to resolve the problem. If this fails, and the problem continues, tell your housing officer again. The case will then be referred to the ASBO Unit.

ASBO Unit is a specialist section dealing with complex nuisance, harassment & domestic violence issues referred by the Area Offices. The Unit investigates serious complaints using a multi agency approach and takes a variety of action to seek resolutions to problems. This includes the actions highlighted in previous sections of this booklet.

The ASBO Unit also recognises the impact that crime and disorder plays on the communities we serve. To this end, Harrow Council is committed to implementing the council's crime and disorder strategy.

What we can do:

As a specialist team persistent and serious anti social behaviour and nuisance are our only priority. We are here to help you enjoy your home in peace. When a case is referred to us we will contact and interview you and the person you are complaining about. We will do everything to protect your confidentiality. We will try and resolve the problem by negotiation. Another option is for the housing officer to refer you to the Mediation Services, who will take you and your neighbour through the process of mediation.



10 TOP TIPS TO BE A GOOD NEIGHBOUR

- ◆ Make sure a keyholder can be contacted if your burglar or car alarm goes off while you are on holiday;
- ◆ Keep the volume of hi-fis, radios and televisions as low as possible especially at night;
- ◆ Position fridges, freezers and speakers well away from party walls
- ◆ Use washing machines, vacuum cleaners and other noisy equipment during the day;
- ◆ Try to ensure that your dog does not bark or whine for long periods of time;
- ◆ Do DIY jobs during the day;
- ◆ Keep your children under control when they are playing outside your property;
- ◆ If you play a musical instrument, try not to play it early in the morning or last thing at night;
- ◆ **AND REMEMBER - ONLY CARRY OUT UNAVOIDABLY NOISY ACTIVITIES BETWEEN 9AM - 9PM**

Lastly, be considerate and only treat your neighbours as you would expect to be treated yourself.



EnviroCrime

EnviroCrime is a term that encompasses a wide range of unpleasant, anti-social activities that adversely affect the quality of our local environments. The most common EnviroCrimes are:

- ◆ Graffiti
- ◆ Vandalism
- ◆ Dog fouling
- ◆ Abandoned vehicles
- ◆ Pollution
- ◆ Noise Nuisance
- ◆ Littering
- ◆ Fly-posters
- ◆ Dumped rubbish and fly-tips

How is EnviroCrime being Targeted?

Individually these EnviroCrimes are dealt with by a number of different enforcement units within Harrow Council and also through other organisations such as the Police, the DVLA and the Environment Agency. Where several EnviroCrimes persistently occur together, in a particular area, the negative impact on the environment and the local community is intensified. In these circumstances the problems need to be tackled holistically and targeted co-ordinated action is required.

How YOU can get Involved

Local people have a very important role to play in targeting EnviroCrime. This involves the following.

- ◆ Reporting EnviroCrime Hot Spots.
- ◆ Suggesting improvements.
- ◆ Playing an active part in Community Clean Up Days.
- ◆ Implementing EnviroCrime prevention measures.
- ◆ Helping to maintain the improvements that are achieved.

If your local environment has **at least 4** different EnviroCrimes and they are occurring **persistently** at a **specific site** please contact us in Environmental Health on: **Tel : 020 8356 3333. Email : envirocrime@harrow.gov.uk** This will help us to identify EnviroCrime Hot Spots in the Borough, which can then be programmed onto our list of sites for intensive action.

Harrow Council is committed to providing Best Value Services to achieve continued customer satisfaction. Please contact your Local Area Office should you require a translated copy of this document.

Please call the number below for a large print version of this document, or a summary of this document in your language.

Albanian	Nëqoftëse gjuha Angleze nuk është gjuha juaj e parë, dhe keni nevojë për përkthimin e informatave të përmbajtura në këtë dokumentë, ju lutemi kontaktoni numërin dhënë.
Arabic	إذا كانت الإنجليزية ليست لغتك الأولى وتحتاج لترجمة معلومات هذه الوثيقة، الرجاء الاتصال على رقم
Bengali	যদি ইংরেজি আপনার মাতৃভাষা না হয় এবং আপনি যদি এই প্রচারপত্রের তথ্যগুলোর অনুবাদ পেতে চান তাহলে যে টেলিফোন নম্বর দেওয়া আছে সেখানে দয়া করে যোগাযোগ করুন।
Chinese	如果你主要說用的語言不是英語而需要將這份文件的內容翻譯成中文，請打註明的電話號碼提出這個要求。
Farsi	اگر انگلیسی زبان اول شما نیست و شما نیاز به ترجمه اطلاعات موجود در این مدرک را دارید، لطفاً با شماره داده شده تماس بگیرید
Gujarati	જો ઈંગ્લિશ તમારી પ્રથમ ભાષા ન હોય અને આ દસ્તાવેજમાં રહેલ માહિતીનો તરજૂમો (ટ્રાન્સલેશન) તમને જોઈતો હોય તો કૃપા કરી જણાવેલ નંબર ઉપર ફોન કરો
Hindi	यदि आपको अंग्रेजी समझ नहीं आती और आपको इस दस्तावेज़ में दी गई जानकारी का अनुवाद हिन्दी में चाहिए तो कृपया दिए गए नंबर पर फोन करें।
Panjabi	ਜੇ ਤੁਹਾਨੂੰ ਅੰਗਰੇਜ਼ੀ ਸਮਝ ਨਹੀਂ ਆਉਂਦੀ ਤੇ ਤੁਹਾਨੂੰ ਇਸ ਦਸਤਾਵੇਜ਼ ਵਿਚ ਦਿੱਤੀ ਗਈ ਜਾਣਕਾਰੀ ਦਾ ਤਰਜਮਾ ਪੰਜਾਬੀ ਵਿਚ ਚਾਹੀਦਾ ਹੈ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਦਿੱਤੇ ਗਏ ਨੰਬਰ ਤੇ ਫੋਨ ਕਰੋ।
Somali	Haddii Ingiriisku uusan ahayn afkaaga koowaad aadna u baahan tahay turjumidda xog ku jirta dokumentigan fadlan la xiriir lambarka lagu siiyey.
Tamil	ஆங்கிலம் உங்கள் தாய்மொழியாக இல்லாதிருந்து இப்பத்திரத்திலிருக்கும் தகவலின் மொழிபெயர்ப்பு உங்களுக்கு தேவைப்பட்டால் தயவுசெய்து தரப்பட்ட தொலைபேசி எண்ணில் தொடர்பு கொள்ளவும்.
Urdu	اگر انگریزی آپ کی مادری زبان نہیں ہے اور آپ کو اس دستاویز میں دی گئی معلومات کا اردو ترجمہ درکار ہے، تو براہ کرم دیئے گئے نمبر پر رابطہ کریں۔

NEEDS A PHONE NUMBER HERE

Useful Contact Numbers

Police, Fire, Ambulance..... Dial 999

Harrow Police Station (24 hours)

74 Northolt Road, South Harrow

Middlesex HA2 ODN020 8432 1212

Pinner Police Station (Monday – Friday 10am – 3pm)

1 Bridge Street, Pinner

Middlesex HA4 3LA020 8432 1212

Wealdstone Police Station (Monday – Saturday 9am – 5pm)

78 High Street, Wealdstone

Middlesex HA3 7AG020 8432 1212

Crimestoppers Freephone 0800 555 111

Youth Offending Team 020 8901 4455

Victim Support..... 020 886 39583

Victim Support Children’s Worker 020 8863 9849

Probation

Harrow..... 020 8427 7246

Uxbridge 01895 231972

Wembley 020 8903 4921

Ward contacts

Belmont 020 8721 2992

Cannons 020 8721 2995

Edgware020 8721 2781

Stanmore Park 020 8721 2996

Wealdstone..... 020 8649 3605

West Harrow 020 8721 2987

Greenhill..... 020 8721 2780

Harrow on the Hill 020 8721 2986

Harrow Weald 020 8721 2997

Hatch End..... 020 8721 2998

Headstone North..... 020 8721 2994

Headstone South 020 8721 2993

Kenton East 020 8721 2990

Kenton West..... 020 8721 2895

Marlborough..... 020 8733 3629

Pinner020 8721 2775

Pinner South.....020 8721 2991

Queensbury..... 020 8721 2989

Rayners Lane..... 020 8721 2988

Roxbourne..... 020 8649 3503

Roxeth 020 8721 2894





Cabinet/Committee:	Tenant Leasehold Consultation Forum
Date of Circulation:	Tuesday, 10 October 2006
Subject:	INFORMATION REPORT – Grounds Maintenance
Responsible Officer:	Will Manning Residents Services Manager
Portfolio Holder:	Housing
Exempt:	No

SECTION 1 – SUMMARY

This report sets out The standards for grounds maintenance and the monitoring arrangements for the service. The report also highlights areas for improvement.
FOR INFORMATION

SECTION 2 - REPORT

Service Level Agreement

Grounds maintenance has a Service Level Agreement with Resident services to provide a ground maintenance service to the Estates managed by Resident Services. The Service Level Agreement determines the level of service that Grounds Maintenance undertakes to provide.

The standards are set out as follows:

- Regular 'cut and collect' grass cutting which shall take place every fourteen days.

- Regular grounds care and maintenance for all beds, hedgerows and other areas.
- 2 weekly maintenance of shrub beds and rose beds.
- Regular maintenance of annual bedding and hedges.
- Hard surface weed control.
- Assistance to removed fly tipping, graffiti and Fly posting.
- Leaf clearance.
- Replanting of shrub beds where there shall be long-term benefit to the sites to improve the amenity value of the estates and provide for better maintenance.
- Provide advice on grounds maintenance matters.
- Carry out Estate Liaison with quarterly reviews with Resident Services.

Monitoring

Monitoring of the service is carried out through our Estate Liaison Officers. The frequency and type of monitoring is as follows:

- Formal estate inspections with the service provider on a on a 6 monthly basis
- A follow estate inspection within the following 4 weeks – to review completion of agreed actions
- Weekly inspections by ELOs to generally monitor environmental conditions on each estate.
-

During the formal Estate Inspections, the Estate Liaison Officer will meet with other departments including Grounds Maintenance and will walk the estate reporting any issues and failures on their part to adhere to the terms of the service level agreement. This is reported formally on the Estate Inspection Report, which is forwarded to the relevant departments, local Tenants & Residents Associations (TRA's) and Local Ward Councillors. The departments are asked to provide details of when the outstanding works are to be completed which is monitored by the Estate Liaison Officer.

Estate Liaison Officers also undertake informal weekly visits to the Estates and will during these visits note any problems or lack of service, which is then reported through to the grounds maintenance team via email or via telephone. Estate Liaison Officers also arrange meetings with Grounds Maintenance staff to discuss particular issues that may arise on the estates.

Improvements

Proposed improvements to the service:

- Residents Services to introduce regular formally recorded monitoring of the grounds maintenance service as set out in the Service Level Agreement. A process for doing this is being developed

- The Area Service Manager must provide details of the monitoring carried out by Grounds Maintenance.
- Meetings between the service provider and resident services to be set up to manage performance and record outcomes
- Joint approach to problem solving be introduced
- Formal Complaints procedure to be used to manage and respond to customer dissatisfaction with the service

SECTION 3 – FURTHER INFORMATION

A further report to be submitted in early 2007 to review implementation of improvements

SECTION 4 - CONTACT DETAILS AND BACKGROUND PAPERS

Contact: Willi Manning, Resident services Manager, direct telephone number 020 8424 1473

Background Papers:
Service Level Agreement

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Meeting:	Tenants and Leaseholders Consultative Forum
Date of Circulation:	30 th October 2006
Subject:	INFORMATION REPORT - Harrow's Integrated Property Services Partnership
Responsible Officer:	Gwyneth Allen Interim Head of Housing
Portfolio Holder:	Housing
Exempt:	No

Section 1: Summary

This report provides TLCF with a progress report in relation to re-tendering the response maintenance service and the delivery of the housing capital programme. These two areas have been consolidated into one project combining the full range of the council's property services (housing and corporate stock) into one procurement project.

FOR INFORMATION

Section 2: Report

2.1. Brief History

2.1.1. Background

Harrow Council currently procures its capital and revenue property services works, through separately tendered and managed contracts. Project design and other property related management services are produced in house and supplemented through external procurement. In addition a small part of housing

work (out of hours call outs and certain void repairs), are carried out by Harrow's DLO.

The Government's drive to adopt better and more constructive working relationships (see Gershon review on Construction Procurement) and Harrow Council's desire to improve services that deliver value for money, necessitates a review of how these services are procured. The objectives include obtaining increased value for money, improved service delivery through economies of scale and process improvement.

2.1.2. Current arrangements

Building maintenance contracts are in place for responsive works to both Housing and Corporate properties and the division is largely a residential/commercial split. There are 10 contractors involved in these arrangements and almost 100 further companies, engaged on specialist or statutory servicing and repair works. The current annual contractor cost in this area is around £4-5M with an average spend per job of £100-200. Corporate contracts run until April 2007 and the Housing contracts have been recommended for re-tendering.

Building project work is developed on an individual basis for both Housing and Corporate areas and tendered on a job-by-job approach. The work is funded from the capital programme and the average number of tenders in a year is 100, with overall costs approaching £20M.

2.2. Future Proposals

2.2.1. Vision and Objectives

The objectives of the future property services procurement are to deliver significant improvements in all aspects of the service delivery:

- Innovative approaches to design, construction and maintenance.
- Deliver Gershon requirements
- Significantly improve value for money and drive cost saving initiatives
- Significantly improve service delivery and customer satisfaction
- Re-structure the supply chain and reduce complexity
- Develop and implement process improvements
- Drive efficiency improvement, including reduction of number of tenders and tender documentation, reducing timescales, and improving the approach to sustainability.

2.2.2. Supporting Objectives

Based on the requirement to meet "Gershon" savings and to deliver value for money based construction procurement, perceived good practice has the following attributes;

- Longer term relationships (typically at least 5 years), based on partnering, trust and enhanced value for money.

- Fostering closer relationships between design, construction and maintenance to improve co-ordination, buildability and communication within the whole process.
- Considering and encouraging the whole life costs of decisions made, including the internal costs of design and construction decisions as well as the ongoing maintenance and building management costs.
- Moving towards output and outcome based specifications to allow greater innovation in both design and construction together with a larger degree of risk transfer.
- Establishing measurement systems through key performance indicators to show continuous improvement and providing reward payments for success with the converse for failure.
- Sustainable design and construction having full regard for the impact on the environment.

2.2.3. Harrow Integrated Property Services Partnership

It is intended to combine the full range of Harrow's property services within one integrated project, representing at least £100M worth of work over an initial five year period, with options to extend further. A series of project teams are taking the proposal through and developing the partnership specification, which will be completed by the end of October 2006.

Cabinet received a report in October 2005 detailing the need to implement an exit strategy from the current costly Housing repairs contracts. This strategy has been developed further by an Urban Living cross-departmental working group and options were considered to leave Housing repairs as a separate area or encompass the works within a more cost effective integrated approach.

The conclusion was that there are more synergies to be achieved from working together across Urban Living and as a result the exit strategy is being managed through the Harrow Integrated Property Services Partnership project team. Information on this approach was initially included within a report to Tenant's and Leaseholder's Consultative Forum in January 2006.

2.2.4. Benefits

The benefits of combining Harrow's wide range of property services, will assist the Council to improve the quality, innovation and sustainability of its building, facility and asset planning related services, while delivering enhanced value for money and increased customer satisfaction. The key areas of improvement include :-

- The development of skilled and experienced teams able to deliver innovation, construction excellence and continuous improvement.
- The development of smarter use of resources generating significant efficiency savings.
- An increased focus on whole life costing, moving away from short-term approaches to property management.
- The full integration of sustainability into our approach to property design.

- A move away from costly and resource intensive adversarial contracts.
- Improved financial management of capital and revenue construction projects.
- The full introduction of a performance led approach to building project management linked to corporate priorities.
- The ability to resource and complete on time, major capital work programmes.

The benefit to Harrow of adopting the partnering approach to property services, will be to build relationships based on clear measurement of performance and sustained improvements in quality and efficiency. It is widely accepted that the repeated changing of contractors prevents learning, innovation and the development of skilled and experienced teams, both internally and externally and this project will place Harrow at the forefront of property services partnering.

2.3. Consultation

The project recognises the importance of communications and a formal communication strategy has been developed. The plan is to engage affected staff, tenants, leaseholders, building managers and users together with contractors and identified stakeholders. Their contribution will be fed into the design of the final contract arrangements and be used to ensure the opportunities from true partnership working are achieved.

It is intended that a leaseholder and tenant panel will be set up for this and other consultative issues.

Section 3: Further Information

TLCF will be kept informed of progress on the project at each key decision stage.

Section 4: Contact Details and Background Papers

Contact: Gwyneth Allen, Group Manager Housing,

Background Papers:

- Cabinet Report 6/10/05 : Re-tendering the delivery of the housing response repairs service and the housing capital programme.
- TLCF Report 5/1/06 : Re-tendering the response maintenance service.
- Cabinet – Information Circular 6 April 2006



Committee:	Tenants and Leaseholders Consultative Forum
Date of Circulation:	30 October 2006
Subject:	INFORMATION REPORT – Older People’s Housing Review
Responsible Officer:	Gwyneth Allen – Head of Housing
Portfolio Holder:	Housing
Exempt:	No

SECTION 1 – SUMMARY

This report sets out the recommendations of the Older People’s Housing Review, as approved by Cabinet, and indicates the main issues for housing tenants and leaseholders.

FOR INFORMATION

SECTION 2 - REPORT

2.1 Background

2.1.1 Cabinet in 24 June 2004 approved the commissioning of the Older Persons Housing review. Housing, People First and the Harrow Primary Care Trust (PCT) led the review jointly. The objectives of the review were as follows:

- To identify opportunities for change so that housing services better meet older people's needs/aspirations, local strategic priorities (promoting independence and a person-centred approach) and make best use of resources
- To review the current range of supported housing service options for vulnerable older people in Harrow to ensure the needs of the diverse local population are met
- To make recommendations for a future work programme, including pilot projects, service options and initiatives which complement other programmes and form the basis of an older persons housing strategy.

2.1.2 Contact Consulting were appointed following a competitive tendering procedure to conduct the review. A steering group comprising representatives from Housing, People First and the PCT oversaw the project.

2.1.3 The review consisted of a desktop review of policy and statistics, interviews with key officers of the Council and PCT, housing associations, voluntary organisations and meetings with councillors. Consultation with older people was also an important element of the work and this included attendance at meetings of Harrow older people's consultation groups, visits to sheltered schemes and community groups, an open consultation event and a questionnaire.

2.1.4 Cabinet received a report on 10 November 2005 setting out the key findings and recommendations of the Older Persons Housing Review, led jointly by Housing, People First and the PCT. Cabinet noted and approved the recommendations and agreed that the Member Panel receive regular briefings on progress and that Cabinet receive a progress report in six months' time.

2.1.5 Since then work has proceeded in developing an action plan to implement the recommendations of the Review. The key elements of the action plan are:

- Strengthening strategic links on older people's issues – to ensure strong and high level corporate support for service level strategies
- Setting up governance arrangements and keeping stakeholders involved and informed throughout

- Improving housing advice and options – to be more comprehensive and meeting the needs, preferences and aspirations of service users
- Developing a range of sheltered housing options – to provide enhanced sheltered, leasehold retirement and extra care housing and to ensure that allocations policies are appropriate to the services on offer
- Improving services to home owners, the BME community and people with additional health issues to ensure their particular needs are met

3.1 Implications for tenants and leaseholders

- 3.1.1 Residents and their representatives have an opportunity to be involved in the implementation of the review in a variety of ways:
- Registering their interest with the project leader (contact officer for this report) and contributing individual comments or attending open stakeholder events to help develop work arising from the review
 - Participating in the consultation framework e.g. the POP housing sub group, the Older Persons Housing Review Implementation Group and its sub groups, the BME Housing Strategy Group
- 3.1.2 An important strand in the project is a review of all the sheltered schemes in Harrow, both Council and housing association owned. The aim of this is to see how well they meet the changing needs of older people e.g. accessibility for people with limited mobility, the availability of care services if required, the availability of one and two bedroom accommodation within schemes, the suitability of services for people from BME community or with particular health needs, such as dementia or learning disability.
- 3.1.3 The sheltered housing sub group, which includes warden and tenant representatives, has considered and agreed a programme for visiting each Council housing sheltered scheme to look at the physical accommodation and works needed and also to talk to scheme residents and wardens about how well the scheme meets their needs. Officers will also prepare a newsletter and be present to explain the background to the review and the purpose of the exercise. Visits will start shortly.

- 3.1.4 The information will then be collected and reviewed and put into a plan to improve/ refurbish/ develop/ change council and housing association sheltered schemes over a period of time so that Harrow has an appropriate mix of housing for older people in the future, in line with their changing needs. All stakeholders will be consulted on the plan before implementation.
- 3.1.5 Another item in the action plan, which is underway, is a review of the allocation criteria for sheltered housing to ensure new residents require the services on offer and to plan for the future, in terms of the other recommendations of the review. Any changes to the allocations criteria will be consulted upon before implementation.
- 3.1.6 The action plan also includes steps to increase the amount of housing support offered to older people living in private sector housing (leasehold, rented or owner occupied). This type of support work is funded by Supporting People and in 2006 a new scheme has been commissioned to provide low level 'floating support' i.e. a support worker who visits people at home to help with their housing issues.
- 3.1.7 In addition Supporting People officers are carrying out visits to all Council, and housing association, sheltered schemes to check the support that each scheme provides via its warden and helpline services. The Supporting People Commissioning Body also intends to carry out a longer-term review of how support services are funded. Any changes resulting from this will be consulted upon via the Supporting People Stakeholder Forum.

SECTION 4 – FURTHER INFORMATION

- 4.1 Members of TLCF are asked to note the information contained in the report regarding the current work plan.
- 4.2 Further reports will be made to TLCF and Cabinet as the work progresses.

SECTION 5 - CONTACT DETAILS AND BACKGROUND PAPERS

Contact:

Jane Fernley, Senior Professional Project Manager, Tel 020 8424 1283
or jane.fernley@harrow.gov.uk

Background Papers:

Cabinet report 24 June 2004, Older People's Housing Review

Cabinet report 10 November 2005, Older People's Housing Review

Cabinet report 3 August 2006, Older People's Housing Review Progress Report

Cabinet reports are available on the Council's web site:

<http://www.harrow.gov.uk/ccm/content/council-and-democracy/democracy-and-elections/committees/committee-structure.en>

A copy of the report "Review of housing and care needs of older people in the London Borough of Harrow" is available on the Council's web site:

<http://www.harrow.gov.uk/ccm/content/housing-and-planning/council-housing/supported-housing-index.en>

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