



transforming Mill Farm

Proposal to Tenants

Formal consultation by the London Borough of Harrow on the proposed transfer of your home to Catalyst Communities Housing Association and the proposed regeneration of the Mill Farm Estate



IMPORTANT

Legal Notice to tenants regarding the London Borough of Harrow's proposals for the transfer of your home to Catalyst Communities Housing Association

Notice to tenants – you have received this Transfer Offer pack because you are a secure tenant and you live on the Mill Farm estate

The London Borough of Harrow is proposing, subject to the result of a tenants' ballot, to transfer the ownership of all of its homes on the Mill Farm estate to Catalyst Communities Housing Association. Your new landlord would be Catalyst Communities Housing Association BUT IT WILL BE FOR YOU TO DECIDE.

The Council is committed to an open and detailed consultation process with its tenants about this proposal. The decision to consult you has been reached after careful consideration of all the available options. Tenants are now invited to decide whether they wish to take advantage of what Catalyst Communities Housing Association is offering. Catalyst Communities Housing Association will be legally bound to deliver the promises set out in this document including the provision of newly built homes at affordable rents.

The Council will take into account tenants initial views on the proposal before deciding whether to hold a formal ballot. The Council is interested in hearing your views and comments so that it can amend the proposal before the ballot takes place. To do this complete the card that is included with this document and send it to the Council in the envelope provided. The returned card must arrive by 23 August 2009. We will consider your comments carefully and we will tell you of any changes made as a result of them.

The Council plans to hold the ballot of all tenants starting late summer 2009. It will be a secret ballot carried out independently of the Council and Catalyst Communities Housing Association. Your vote will remain confidential. We will not proceed further with or make a final decision on the transfer proposal unless a majority of secure tenants who vote in the ballot, vote in favour.

Transfer would require the consent of the Secretary of State at the Communities and Local Government department. The Secretary of State must consider the views of Mill Farm residents with a secure tenancy. The transfer cannot take place without the consent of the Secretary of State. Consent to the transfer may not be given if it appears that a majority of tenants oppose it. However, even if a majority of tenants are in favour the Secretary of State has the discretion to refuse consent on other grounds.

If the Secretary of State gives consent to the transfer, it is intended that the transfer will take approximately six months after the close of the ballot and no later than the 31 March 2010.

Details of the statutory requirements that the Council must comply with are available from Alison Pegg at the Council's Adult and Housing Services Department on 0208 424 1933.

The Council has appointed First Call to provide independent advice to residents. First Call has been supporting tenants since the first options appraisal in 2007. If you wish to seek independent advice please contact Louis Blair or Mike Tilcock on Freephone 0800 5999419 or email millfarm@first-call-housing.com

Please read on, consider the proposal and let us know your views.

Gwyneth Allen, Divisional Director – Housing Services



Contents

	3
Section 1 The Vision for Mill Farm Close	5
Section 2 The London Borough of Harrow's Transfer Proposal	7
Section 3 Catalyst Communities Housing Association	14
Section 4 How will the regeneration of Mill Farm be funded?	17
Section 5 The Regeneration Proposals	18
Section 6 Rents and other Charges	31
Section 7 Decanting and Rehousing	38
Section 8 Tenants Rights	48
Section 9 How your homes would be managed	52
Contact Information	64
Glossary of Terms	65
Appendix 1: Copy of Tenancy Agreement	68



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 প্রচারণাটির তথ্যগুলোর অনুবাদ পেতে চান তাহলে যে ডেলিভারি 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 તરજુમો (ટ્રાન્સલેશન) તમને જોઈતો હોય તો કૃપા કરી જણાવેલ નંબર ઉપર ફોન કરો.
- Hindi** यदि आपको अंग्रेजी समझ नहीं आती और आपको इस दस्तावेज 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 தேவையப்பட்டால் 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 دیے گئے نمبر پر رابطہ کریں۔

Telephone: 020 8424 1933



Section 1

The Vision for Mill Farm Close

In Section 1 we explain the vision for Mill Farm and the key benefits of the transfer proposal

The London Borough of Harrow has been working with the residents of Mill Farm Close since 2007 on the best way to improve the estate. With residents we have identified the need to provide homes that are of the best quality and repair and to improve access to better opportunities such as play facilities, work and training and youth activities. The residents, Council and Catalyst Communities Housing Association (CCHA) agree that they want the estate to be a place where people choose to live in a supportive community with opportunities for young and old alike to make the most of their lives.

If tenants vote for this proposal, and the Secretary of State at the Communities and Local Government department gives consent, the estate will transfer to CCHA. CCHA proposes to invest about £32 million into the redevelopment of the estate over a five year period.

In consultation with residents of Mill Farm Close, CCHA has drawn up proposals to demolish all of the existing homes on the estate and replace them with new, modern homes. There would be a better mix of housing to include some large four and five bedroom properties as well as purpose built wheelchair homes. All of the new homes would be built to high standards and be significantly more energy efficient. All in all the design proposed would improve the look and feel of the whole area.

The key benefits of the transfer, if it goes ahead, would be:

- A proposed major regeneration programme for Mill Farm Close which will see the demolition and rebuilding of all the existing rented homes on the estate
- Provision of some large family houses to meet current and future housing needs. All new homes will be to Lifetime Homes standards and 10% of the rented housing will be fully wheelchair accessible
- Mill Farm Close would be a more attractive neighbourhood with the provision of play facilities, better amenity space and private gardens for the houses and ground floor flats



Jacky Fineman
Chair of the Resident Steering Group

- The provision of an efficient and responsive service in the day-to-day management of homes, estate and communal facilities
- Protection of your key rights guaranteed through a contract, enforceable by law between the Council and CCHA and by a new assured tenancy agreement
- Direct involvement of residents in decisions about the redevelopment of the estate and the management and maintenance of the homes through the introduction of the Mill Farm Estate Forum. Residents from Mill Farm will also have the opportunity to be represented on the Group Residents Forum and stand for election to the Catalyst Board
- CCHA has set aside a sum of £250,000 to develop training and employment opportunities during the regeneration works, and will consult the Estate Forum about how this should be used. (This sum could provide (at least) six modern apprenticeships in construction, offering local people a mix of in-college training and on-site work experience, and preparing them for a career in construction)

The Council considers the proposal is a great opportunity to deliver the vision for the estate that has been developed from listening to the wishes and aspirations of residents. If tenants vote for the proposal and the transfer goes ahead, the Council would enter into a legal agreement with CCHA. This would ensure that CCHA delivers the promises set out in this document.

Message from the Resident Steering Group

We have been working with the Council and CCHA to develop the plans for Mill Farm. We have had lots of meetings to look at design, the types and mix of housing that will be developed, how the homes will be allocated and the compensation tenants and leaseholders will get, the proposed rents and how the estate will be managed in the future. First Call has given us independent advice on all the issues we have discussed.

We feel that the proposed transfer of the estate to CCHA and redevelopment plans meet many of the aspirations Mill Farm residents have to improve both the home and environment. In addition there will be increased opportunities to participate in training and employment schemes.

We urge you all to read this document and make your comments. The transfer of the estate and the redevelopment can only go ahead if the majority of tenants voting, vote in favour. Please make every effort to vote.

Section 2

The London Borough of Harrow's Transfer Proposal



2.1 About the Transfer Proposal

The Council wishes to transfer all homes in Mill Farm Close to CCHA. This will enable the complete redevelopment of the estate with the provision of new affordable homes that will exceed the current Decent Homes standard. It will also provide a better mix of housing to include larger family homes for rent to meet the needs of overcrowded tenants. Finally it will also enable the creation of other opportunities such as employment, training and youth activities.

CCHA is also a Registered Social Landlord. Registered Social Landlord is the name given to housing associations which are registered with the Tenant Services Authority (TSA). In this document we will use both these terms which mean broadly the same thing. There is more information about CCHA in Section 3.

Details of the planned redevelopment programme are included in Section 5. It is proposed that the work will be completed within 5 years from the date of transfer (anticipated to be February 2010).

All of the replacement homes for rent will be affordable. However there will be an increase in rent for the new homes to reflect the fact they are new and of better quality. CCHA are proposing a phased rent increase for existing tenants and the details of this are set out in Section 6.

If the estate transfers, all existing tenants will receive a new tenancy agreement. This agreement ensures that you keep most of your existing rights in your existing and new home. For example existing tenants retain the Right to Buy their home with a discount. A comparison of the rights you have now and the rights you will have with CCHA if the estate transfers are contained in Section 8.

The Council is committed to open and detailed consultation with all secure tenants and leaseholders on the estate about this proposal. Subject to tenants views the Council intends to hold a secret ballot commencing in September 2009 when you will be invited to vote on the proposal.

The Council believes that this transfer proposal is in the best interests of the residents of Mill Farm Close, but it will be for you to make that decision.

In Section 2 we explain why the Council is proposing to transfer Mill Farm to Catalyst Communities Housing Association

We have involved residents in making decisions about the future of the estate in a number of stages



2.2 A partnership with residents

The Council has been working with the residents of Mill Farm Close since 2007 to agree the best way for improving and transforming the estate. We have involved residents in making decisions about the future of the estate in a number of stages.

Phase 1

During May – September 2007 we asked residents what improvements they wanted for the estate and then looked at the options available to do them. These ranged from basic refurbishment of the existing homes to a complete redevelopment of the estate. We also considered how the Council would pay for the options. We held open meetings, drop in events and sent out newsletters inviting comments on the options.

At the end of Phase 1 most residents who expressed a preference wanted to consider a full redevelopment option for the estate even if the only way to pay for this was to transfer it to a housing association. Consultants employed by the Council also confirmed that a redevelopment option involving the transfer of the estate to a housing association would be the best solution for comprehensively improving the estate taking into account the limited funding available to the Council.

Phase 2

The next phase involved selecting a preferred housing association partner through a competitive process. A resident steering group was set up to work with the Council in inviting and assessing proposals from housing associations. This included assessing the proposed design of the new estate, agreeing the level of housing management services to be provided and the long term arrangements for involving tenants in the running of the estate.

The competitive selection process took place between April – August 2008. The resident steering group were involved in drafting the tender documents and then in assessing the bids received. All residents were invited to view and comment on the proposals submitted by the final four housing associations at a drop in event. Representatives from the resident steering group were on the interview panel.

CCHA was unanimously selected by the Council, the Resident Steering Group and the Council's consultants as the preferred housing association to take forward the proposals for Mill Farm.



Phase 3

Since December 2008 residents have been working with CCHA and the Council to develop the detailed proposals which are set out in this document. This has been done through a range of meetings, drop in events, newsletters, door to door surveys and the setting up of a website.

2.3 Reasons for Proposing Transfer

An options appraisal carried out in 2007 identified that significant investment in the estate was needed to bring the dwellings up to the government's minimum decent homes standard, to address structural problems affecting the condition of the blocks and to carry out other improvements including soundproofing the blocks, providing improved lighting, fencing, play areas and introducing door entry systems.

The options appraisal also noted that the Council had identified a need to convert 18 bedsits on the estate into 9 two bedroom flats.

The Council and residents have agreed there is a need to tackle all of the above issues, not just the Decent Homes works and that this would need about £4.4 million. The Council does not have access to the funding to enable it to take a comprehensive redevelopment forward. Having considered all of the options transfer of the estate is the best available solution to meet the vision for the estate agreed by the Council and residents.

2.4 Why can't the Council invest what is needed?

The LB Harrow has limited resources to invest in its existing housing estates and must consider the competing requirements on its resources arising from the need to maintain and improve all its dwellings.

Undertaking the redevelopment proposed for Mill Farm will require significant government subsidy, which is currently available to housing associations like CCHA but not to Councils to the same extent. Without this subsidy it will not be possible to fund the proposals set out within this document.

2.5 Why would CCHA be able to invest what is needed?

CCHA is able to get the subsidy needed by applying for grant funding from the Homes and Communities Agency towards the cost of developing the new affordable homes. Housing associations also have more freedom to borrow money to pay for the works and they can also build some homes for sale and use the profits to subsidise the affordable rented housing.





You are entitled
by law to make
your views
known to the
Council about
this proposal

2.6 The continued role of the Council after transfer

If the transfer proceeds, the Council and CCHA will enter into a contract that will deal with all matters relating to the transfer of the properties.

The legal transfer of the estate from the Council to CCHA will include clear and legally binding obligations to ensure that CCHA would provide all that is being promised to you, the secure tenant, in this formal consultation document.

If necessary the Council will enforce the agreement by taking legal action to ensure that all the promises and rights are honoured.

The Council would regard itself as having a continuing commitment on behalf of tenants collectively to enforce the agreement.

The Council would act reasonably and in good faith in responding to requests from tenants collectively that the agreement should be enforced and in deciding whether to take legal action against CCHA if they were not carrying out their obligations under the Contract.

2.7 The Formal Consultation Process

This document begins the formal consultation process, which must be carried out by the Council to comply with the Government's requirements on the transfer of any estate to a new landlord. This is your first formal notice of the Council's proposals for the future of your estate. The Council will also be holding events in July 2009 and visiting you to explain the contents of this document.

You are entitled by law to make your views known to the Council about this proposal. When you have considered the document please fill in the response form enclosed and post it in the pre-paid envelope provided. Please let us have your comments by 23rd August 2009. The Council will consider all the comments made by tenants. We will then advise you of any significant changes made to the proposal since sending you this document. This is known as the Stage 2 Notice. At this time you will also have the opportunity to make any objections to the Secretary of State.

Finally it is proposed that for a three week period, beginning in September 2009, you will have the opportunity to vote on whether or not you wish the Council to transfer the Mill Farm estate to CCHA.



2.8 The Ballot

Subject to the results of this first stage consultation, it is the Council's intention to conduct a ballot.

Only secure Council tenants living in Mill Farm Close are legally entitled to vote in the ballot. However, the Council has decided that it will also seek the formal views of leaseholders in accordance with good practice and therefore hold a separate ballot of leaseholders. Although the Council will give careful consideration to the views of leaseholders, it will not be bound by the outcome of the leaseholders' ballot. Temporary tenants and licensees are not entitled to vote.

The ballot will be conducted on behalf of the Council by Electoral Reform Ballot Services, an independent organisation, which is part of the Electoral Reform Society.

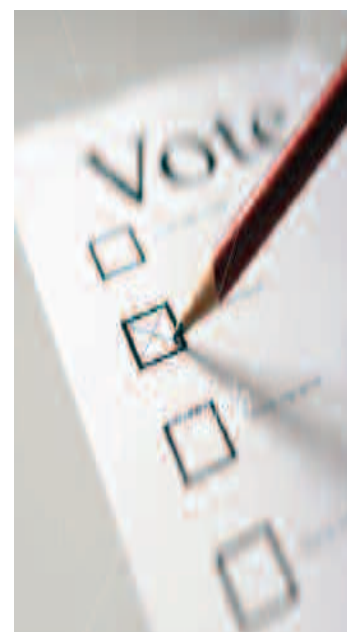
The ballot will be conducted in secret and by post over a three week period. A ballot paper will be sent to all eligible tenants. There will be one vote for each secure tenant in Mill Farm Close. If you have a joint tenancy, each joint tenant will have a vote.

There will be a number of ways in which you can vote. You will be sent a ballot paper which you can return in a pre-paid envelope. Alternatively you may be able to vote by phone, internet or text.

The Council will only proceed with the transfer if the majority of tenants voting at the ballot vote in favour of the proposal.

The Council will ensure the ballot process is as easy as possible for elderly or disabled people as well as for those who do not use English as their first language.

Only secure
Council tenants
living in Mill Farm
Close are legally
entitled to vote
in the ballot





2.9 Formal Consultation timetable

DATE	EVENT
Stage One Formal Consultation Period July 2009	The Council has issued the formal consultation document (Offer document) which starts the Stage 1 Notice Period. A programme of resident consultation will continue which will include events and home visits. Residents are asked to feed back their views to the Council during this period.
End of Stage One Formal Consultation Period August 2009	The Council and CCHA consider comments from residents. They will meet with resident representatives and First Call to discuss how these should be taken into account.
Stage 2 Notice Period begins August 2009	The Council will send a letter to tenants which will <ul style="list-style-type: none"> • Confirm if the Council is to proceed and set out any significant changes made to the proposals set out in the Offer documents • Advise that objections must be made to the Communities and Local Government department within 28 days • Remind you that the Government will not approve the transfer if it appears that the majority of tenants are opposed to the transfer
Ballot September 2009	Ballot of tenants will be conducted by an independent organisation which is called Electoral Reform Services over a three week period.
Ballot result September 2009	Result of the ballot declared by Electoral Reform Services
Transfer February 2010	Proposed time of transfer to CCHA (if the vote is positive and the Secretary of State consents)



2.10 What happens if the transfer does not go ahead?

If the transfer does not go ahead you would remain a Council tenant and the Council would keep its responsibilities as your landlord. If tenants vote against transfer it will not be possible for the Council to carry out the proposed redevelopment programme.

The Council would seek to address urgent health and safety repairs from its limited capital budget and to continue normal arrangements for day-to-day repairs and limited works. The Council would have to consider how the Decent Homes improvements could be funded as currently the Council's Decent Homes investment programme excludes works to Mill Farm Close.



Section 3

Catalyst Communities Housing Association

In Section 3 we explain who Catalyst Communities Housing Association is and how they are managed

3.1 What is a Housing Association?

A Housing Association is an independent not for profit organisation that provides affordable homes for people in housing need. Any profit made from the Association's activity is re-invested into its work and used to maintain existing homes and to help finance new ones. Housing Associations are now the UK's major provider of new homes for rent and many also run low cost home ownership schemes such as shared ownership to help people who cannot afford to buy their own homes outright.

3.2 Who is Catalyst Communities HA?

CCHA owns and manages over 10,000 homes across west London and the Thames Valley, with management services provided from three regional offices in Ealing, Reading and Oxford. CCHA works with communities to provide a comprehensive range of services, including general needs housing, large scale regeneration schemes including building for outright sale, sheltered and special needs housing, residential care homes, low cost home ownership, and key worker accommodation.





CCHA is a member of the Catalyst Housing Group (CHG) which provides more than 17,000 affordable homes in London and the South East. The Group structure means that CCHA is able to retain its local identity and provide localised services whilst benefiting from economies of scale and central support. Other Group members are Brent based Fortunegate Community Housing and Kensington Housing Trust.

As a Housing Association and Registered Social Landlord (RSL) CCHA is accountable to its residents, boards of management, its funders, the Homes and Communities Agency (HCA), Tenants Services Authority (TSA) and Audit Commission. The Housing Corporation consistently gave CCHA the maximum four 'green lights' for performance and awarded them Development Partner Status. In its recent inspection the Audit Commission awarded CCHA a 2* rating (out of 3) with promising prospects for improvement.

CCHA has successfully completed, or is currently undertaking, six major regeneration schemes, most notably the Page Road estate in Hounslow and the Church End and Roundwood estates in Brent. Their regeneration experience reflects not just their development expertise and financial strength, but their long term commitment to community development, training and employment, resident involvement and achieving excellent housing management services. CCHA know that regeneration does not come to an end when the last new home is completed – and that they must make a long term commitment to working with those who live there in order to build a sustainable community where people choose to live now and in the future.

3.3 How is CCHA managed?

CCHA is governed by a voluntary Board of Management, including four residents, chaired by Jane Carlton Smith. Day-to-day operations are carried out by a team of dedicated and highly skilled staff led by Managing Director John Foxall. John sits on the Group Leadership Team which meets weekly and is chaired by the Group Chief Executive Rod Cahill. The Group is committed to the highest standards of governance, accountability and probity.

CCHA's latest Audit Commission inspection noted:

“There is effective leadership that encourages good performance and staff are valued and supported. The Managing Director works in an open and highly accessible way. He had four away days for his management team in the past year and sets a culture of trust and responsibility across the organisation.”

CCHA is a member of the CHG which provides more than 17,000 affordable homes in London and the South East



CCHA has a strong track-record of involving residents, formally and informally, in the management of their homes and neighbourhoods

3.4 How will Mill Farm residents be represented at the CCHA board?

CCHA has a strong track-record of involving residents, formally and informally, in the management of their homes and neighbourhoods. CCHA was the first Housing Association in London to receive the Matrix quality standard award for its resident participation services. Catalyst residents also benefit from the support of a dedicated Resident Involvement Manager and are represented at all levels of governance within the Group. CCHA supports residents' associations both practically and financially and residents from Mill Farm Close/Pinner Hill TRA will be similarly supported. Residents' associations have representatives on the Group Residents' Federation (GRF) whose key objective is to enable residents from across the Catalyst Housing Group to meet to compare experiences and share information. The GRF has recently taken on a scrutiny role enabling resident representatives to look in depth at different service areas and to recommend change. Residents comprise one third of CCHA's Board (three tenants and one leaseholder) and the Chair of the GRF sits on the Group Board of Management.

Section 4

How will the regeneration of Mill Farm be funded?



If tenants vote in favour of the transfer to CCHA, the estate will be transferred no later than the 31 March 2010.

Before the estate is transferred, the Council will ensure that CCHA has available all the funding it needs to enable the proposal to go ahead. A business model has been prepared by CCHA and this has been checked by the Council's consultants to make sure all the assumptions made are valid and reasonable at the present time. The redevelopment programme is estimated to cost £32 million.

CCHA proposes to fund the redevelopment of the estate as follows:

- They will invest proceeds from properties earmarked for sale which is currently estimated to be around £11 million.
- They will borrow around £10 million. CCHA already has borrowing facilities in place for this.
- They will apply for government grant from the Homes and Communities Agency of around £11 million to support the development of the new rented housing.
- Rental income from tenants on the estate.

The Council is providing the land at nil cost to CCHA, as its contribution to the redevelopment of the Mill Farm estate. Other than this the Council is not in a position to provide any other subsidy to fund the redevelopment proposal.

In Section 4
we explain
how the
regeneration
of Mill Farm
will be funded



Section 5

The Regeneration Proposals



In Section 5 we explain in detail the proposed plans for Mill Farm, the proposed layouts for the new rented housing and the phases in which it would be built

This section sets out the redevelopment that CCHA propose to undertake to regenerate the Mill Farm estate. The redevelopment could only go ahead if the estate is transferred to CCHA.

The proposed redevelopment is subject to planning permission and other consents and may change as detailed design is completed through consultation with residents. However CCHA are committed to providing the mix of housing agreed with residents to the space and quality standards described below.

5.1 Creating the Vision

Our vision for Mill Farm Close is 'to create a balanced community in an environment people enjoy and are proud to live in'.

Our aims are to:

- Ensure great design
- Build an environment we are all proud of
- Improve energy efficiency
- Improve security
- Build a range of tenures
- Provide well designed amenity space
- Provide more spacious homes
- Maintain car parking rates
- Give pedestrians priority over traffic
- Create opportunities for local employment
- Provide private outside space and gardens
- Introduce youth activity areas
- Introduce young children activity areas
- Create quality communal open space





History of Resident workshops

CCHA and PTE architects held eight design workshops with Mill Farm residents, where residents helped to design the new homes. The workshops were also used to show design progress to residents and get their feedback as the design progresses.

In the design workshops the architects discussed the new masterplan with residents and tried to create the best design, both in plan and in 3 dimensions. Residents commented on the internal layouts of flats and houses and helped to find the best arrangement, making sure the new homes will be a huge improvement on the existing ones. Residents also looked at the external appearance (what it will look like) and the different options for the building materials that could be used.

It was a valuable process and helped the architects to understand what is important to residents about their living environment.

5.2 The Masterplan

A new 'street' would lead directly into the heart of the regeneration – a new 'Green'. The "Green" would be overlooked by both houses and flats. Smaller character areas would open off the 'green' called 'The Close, The Mews and The Courtyard each surrounded with a mix of flats and houses.



Our vision for Mill Farm Close is 'to create a balanced community in an environment people enjoy and are proud to live in'



All new homes would be bigger than an existing flat with the same number of bedrooms on Mill Farm Close



The masterplan has been designed to:

- provide houses with private gardens for rent, sales and shared ownership
- flats with private gardens or balconies for rent, sale and shared ownership
- provide a safe and secure neighbourhood
- a well used and well overlooked new public 'green'
- new back gardens are located back to back with existing neighbouring back gardens
- create new homes that match and enhance residents' lifestyles
- integrate Mill Farm Close into the surrounding area

5.3 How residents will be involved in the ongoing design process

The masterplan will continue to be developed in detail to form the planning submission in regular consultation with Mill Farm residents at meetings and other consultation events.

5.4 New Homes

The overall feel of the new housing would be of two and three storey houses. The small blocks of flats would rise to four storeys and have been carefully located to form features in key places in the new layout.

The proposal would provide 165 new homes: 67 houses and 98 flats. Of this 86 new homes, of which 35 are new houses, replace the existing 86 rented flats. The houses would be two or three storey and all have a private garden. The flats would be arranged in small blocks of between 8 and 17 flats. Ground floor flats would have a private garden/patio and upper floor flats would have generous balconies.

The numbers and mix of housing proposed will not be varied without the agreement of the Council.

Numbers and space standards for homes for rent

All new homes would be bigger than an existing flat with the same number of bedrooms on Mill Farm Close. In the new scheme the smallest units being built would be one bed flats not bedsits.

Please note that the number of homes proposed reflects the type of properties needed by residents living on the estate following the housing needs survey carried out in January 2009. It also reflects the current and future demand for large family housing. The number of 1 bed room flats is less than currently provided and therefore where existing residents of 1 bed flats have expressed a wish to move elsewhere in Harrow the Council will work with CCHA to enable this to happen.



TYPE		Area	Number
1 bed flat	2 person	50 sq metres	20
2 bed flat	4 person	75 sq metres	29
3 bed flat	5 person	95 sq metres	2
3 bed house	6 person	110 sq metres	22
4 bed house	8 person	115 sq metres	9
5 bed house	9 person	125 sq metres	4
TOTAL:			86

Numbers and sizes of private homes for sale

As well as providing homes for rent there would be private homes for sale as follows:

TYPE		Area	Number
1 bed flat		47 sq metres	6
2 bed flat		67 sq metres	16
2 bed house		75 sq metres	23
3 bed house		90/95 sq metres	8
TOTAL:			53

Numbers and sizes of shared ownership homes

The scheme will also provide the following homes that will be available on a shared ownership basis:

TYPE		Area	Number
1 bed flat	2 person	47 sq metres	3
2 bed flat	4 person	67 sq metres	12
3 bed house	5 person	90 sq metres	1
TOTAL:			16

Number and sizes of homes for leaseholders

The scheme will also provide the following homes that will be available for resident leaseholders who want to stay living in Mill Farm Close and take up the Equity Share option:

TYPE		Area	Number
1 bed flat	2 person	47 sq metres	1
2 bed flat	4 person	67 sq metres	7
3 bed flat	5 person	90 sq metres	2
TOTAL:			10

The number of homes proposed reflects the type of properties needed by residents living on the estate





5.5 Dwelling layouts

Examples of dwelling layouts for the social rented housing by bed size and type



One bedroom flat

The proposal would provide 165 new homes: 67 houses and 98 flats. Of this 86 new homes, of which 35 are new houses, replace the existing 86 rented flats



Two bedroom flat



The houses would be two or three storey and all have a private garden. The flats would be arranged in small blocks of between 8 and 17 flats. All would have balconies



Three bedroom house



Four bedroom house



All homes are proposed to be built of traditional construction

5.6 Specification standards of the new homes for rent

All homes are proposed to be built of traditional construction. They would have the following features:

- very highly insulated external walls and roofs
- double glazed timber windows
- full central heating with radiators
- fitted kitchens with a range of base and wall units
- bathroom consisting of basin, wc and bath
- smoke detectors connected to the mains
- water butts to collect rainwater for garden watering

All houses would have a ground floor wc with wash basin

All flats would have a door entry system

There will be space for the following

- storage space for coats, shoes and in the family units, a buggy, in the hallways
- storage space in a cupboard for a vacuum cleaner
- linen storage
- kitchen with space for dining or alternatively a kitchen with a dining/living room
- all baths will be provided with an over shower, rail and curtain
- all houses will have gas central heating with radiators
- kitchens will be plumbed for a washing machine
- cooker points will be provided
- there will be a space for a fridge/freezer in the kitchen

The high levels of insulation will make the homes easy to keep warm, comfortable to live in and should make them cheaper to heat than the existing homes.

- all gardens will have a shed
- rooms will be arranged to avoid possible noise disturbance ie living above living rooms and bedrooms above bedrooms
- ironmongery will meet the Secure by Design Standards as will the layout of the estate
- all houses will have individual bin stores
- each flat block will have its own internal bin storage area with water supply to facilitate cleaning

The new affordable homes will be built to meet Level 3 Code for Sustainable Homes which means they will be very well insulated and built to very high construction standards to reduce air leakage with well fitting doors and



double glazed windows. The level of thermal comfort in the new homes will be much higher as there will be fewer temperature differences because the homes will be less draughty than the existing flats and maisonettes.

The new insulated homes will be much easier to heat effectively than the existing homes. It is not possible to compare the heating costs of your existing homes because your new homes will be much larger. But, to give you an idea of how much better, using the Government's standard assessment method, the estimated running cost per square metre may be reduced by between 24% and 37% per square metre as indicated in the table below:

The new insulated homes will be much easier to heat effectively than the existing homes

	Existing flat estimated £cost/sqm/year	New flat estimated £cost/sqm/year	% Estimated improvement/sqm/year
1 bed	10.34	7.88	24%
2 bed	10.43	6.96	33%
3 bed	10.08	6.27	37%

The new homes will have low carbon emission rates and will achieve an Energy Performance Certificate 'B' rating.

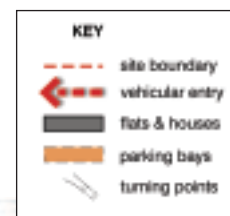
5.7 Parking

Through consultation it was realised that parking is very important to the residents of Mill Farm Close. Therefore the proposals increase the amount of parking available whilst maintaining amenity space.

The masterplan shows there would be at least 1 parking space for every home and approximately 15 designated visitor spaces.

All spaces would be overlooked and nearby the respective houses or flats.

The parking spaces are either parallel to the street or grouped into small mini car parks throughout the site.





The design proposes a central communal green space for all residents' enjoyment

5.8 Public and Private external spaces

All homes would have private external space: Houses and ground floor flats would have gardens. Upper floor flats would all have balconies. The design proposes a central communal green space for all residents' enjoyment.

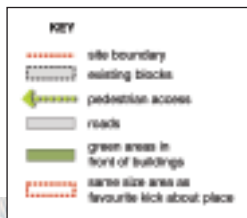
Within the masterplan three different types of space are identified:

- The Street
- The Green
- The Terrace, The Courtyard, The Mews and The Close

These areas would all have an individual character but the entire site would have an overall architectural style which links the character areas together as a whole.

The new green and gardens will provide more opportunities for wildlife to flourish with greater variety of plants and flowers enhancing the bio diversity of the neighbourhood.

The existing footpath that runs to Rickmansworth Rd between No 62 and Hawthorn Court will be re surfaced with new lighting and landscaping maintaining the route for pedestrians and creating a new bicycle route.







Phase 1

Phase 2

Phase 3

KEY	
	site boundary
	phase 1
	phase 2
	phase 3
	existing blocks
	sale
	intermediate
	social

5.9 The Programme

The proposed design enables the regeneration of Mill Farm Close to be completed within 5 years of the estate being transferred to CCHA.

The development of the site will happen in three phases to minimise disruption to residents.

Block	Phase	ESTIMATED move in date
1-14 Mill Farm Close	2	January 2013
15-32 Mill Farm Close	2	January 2013
33-46 Mill Farm Close	1	September 2011
47-60 Mill Farm Close	1	September 2011
61-78 Mill Farm Close	1	September 2011
79-96 Mill Farm Close	1	September 2011
97-110 Mill Farm Close	2	January 2013

5.10 Lifetime Homes/ Wheelchair Housing

All the new homes will be built to Lifetime Homes standards to ensure that the new dwellings will be flexible and capable of future adaptation to meet the needs of residents as they change over time.

CCHA understand that some residents will need particular Aids and Adaptations in their new homes. These will be provided in accordance with Social



Services recommendations for the new properties and a visit will be arranged prior to residents moving into their new homes to confirm which aids and adaptations will be required.

10% of the affordable dwellings will be built to meet the higher standards required for wheelchair housing and 10% of intermediate/sales dwellings will also be built so that they can easily be adapted to suit the needs of a resident who uses a wheelchair.

5.11 Community benefits and improvement

Through the regeneration proposals the residents of Mill Farm Close will benefit from:

- The provision of a high quality home which is easy to manage, heat and keep clean.
- Increased security due to improved natural surveillance and better lighting at night
- Improved public areas and communal green spaces
- Private amenity spaces for all households
- Ball-playing/sports area for teenagers
- A well overlooked play area for young children
- CCHA has set aside a sum of £250,000 to develop training and employment opportunities during the regeneration works, and will consult the Estate Forum about how this should be used. For example this sum could provide (at least) six modern apprenticeships in construction, offering local people a mix of in-college training and on-site work experience, and preparing them for a career in construction.
- CCHA and their construction partner Higgins have already established an office base on the estate from which they will address residents concerns and questions, display plans and information about the regeneration.
- Within each phase of the redevelopment residents will, wherever possible, be able to choose where they live – giving them a chance to remain close to neighbours and friends.
- An 'Allocations Policy' will determine how properties are allocated. This policy will be approved by the Estate Forum.

The provision of
a high quality
home which
is easy to
manage, heat
and keep clean



CCHA has already asked residents (as part of the Housing Needs Survey) about the sort of training that they may be interested in

- Catalyst will work with and support both the Mill Farm Close Steering Group and Pinner Hill Residents Association throughout the ballot and post ballot regeneration works and will establish an Estate Forum once the transfer is complete. The Forum would become a platform for residents to oversee the delivery of the promises made within this document and, in the longer term, work together with stakeholders from the wider community to encourage as many residents as possible to become involved in the management of their homes and in issues affecting the neighbourhood and local community.
- CCHA will have a dedicated Community Regeneration officer whose role is to work with residents on Mill Farm to help identify and address their priorities. Such priorities might include: youth work, play provision, sports coaching, environmental projects, organising community events, out of school activities, and helping community groups win additional funding for projects through the National Lottery, European Social Fund, Church Urban Fund, etc.
- CCHA's Training and Employment team currently deliver a number of training and employment projects for people living in the areas in which they work. For example, as a recognised Chartered Institute of Housing and Open College Network (OCN) training provider they are currently running a number of in-house courses and qualifications under a 'Get Learning' programme, aimed at improving the skills, knowledge and experience of local people. Courses such as Youth Work, Resident Involvement and Help with Preparing CVs and Improving Interview Techniques are provided at local venues.

(Over the past two years CCHA's training and employment initiatives in West London, have introduced 450 local people, 390 of whom were Catalyst residents, into accredited training courses, work experience and jobs).

- CCHA has already asked residents (as part of the Housing Needs Survey) about the sort of training that they may be interested in.
- Knowing that computer training (and computer gaming!) is very popular; Catalyst will provide every household with a laptop computer and work with residents to establish internet access and training.



Section 6

Rents and other Charges

Whether or not the transfer goes ahead your rent would be set in line with Government policy. This means there would be limits on what you could be charged and how rents would increase, with the intention of keeping rents affordable.

6.1 The Government's Rent Reforms

The Government has introduced a policy for rents which applies to all councils and housing associations. Under the policy, properties of a similar size in a similar area will have a similar 'target' rent regardless of whether the landlord is a local authority or housing association.

The "target rent" is calculated for each social housing property based on a government formula. This formula takes account of:

- The market value of the property compared with the national average value of housing association and local authority properties
- Local average earnings compared with national average earnings
- The number of bedrooms the property has

In other words, the target rent for similar size properties in the same area will be similar no matter who the social landlord is.

The target rent is the level of rent that the Government believes that a Council or housing association should charge for a particular property. Under government guidelines, if councils and housing associations charge less than the target rent they are expected to increase rents gradually to meet the target figure as soon as reasonably possible. The guidelines also provide a formula to restrict the rent increase that can be applied in any one year. The current formula limits annual rent increases to inflation plus half a percent (0.5%) plus £2 per week.

The target rent for new properties will be higher than rents for existing properties to reflect their higher market value as a result of being built to modern building standards. In addition the government policy allows social landlords discretion to set rents within 5% of the target rent and it is common practice on redevelopment schemes for housing associations to move rents to 5% above their respective target rents in order to contribute to the costs of the redevelopment and the repayment of associated borrowing.

Please note that the statements on rent increases for councils and housing associations in this document set out the current Government guidelines which could change.

In Section 6 we explain how your rents and service charges would change once you move into your new home



CCHA understands that all transferring tenants want to know what will happen to their rents if the transfer goes ahead

6.2 Housing Benefit

The transfer would not affect your entitlement to claim housing benefit. If the transfer takes place, you would still apply to the Council for benefit and, if you are eligible, it would either be paid to you or with your agreement direct to CCHA.

If the estate transferred you would not need to make a new claim for housing benefit just because of the transfer. The CCHA neighbourhood manager will be able to assist you in completing the forms.

When you move to your new home and the rent is different from the rent for the existing property you live in, your rent would be covered in full if you are on full housing benefit.

6.3 The Rent Promise

CCHA understands that all transferring tenants want to know what will happen to their rents if the transfer goes ahead.

The rent promises to all transferring tenants are set out in section 6.4 – 6.6 below. These promises will be part of your Tenancy Agreement and will be legally binding on CCHA.

6.4 What would happen to rents at Transfer?

Existing homes – after the transfer to CCHA

There will be a period when tenants are occupying their existing home until they move into their new home. During this period CCHA will set and increase rents in exactly the same way as the Council would have done had it remained the landlord.

So, on transfer to CCHA, tenants will pay the same rent as they were paying with the Council and this will be increased each April in line with the rent increase formula that the Council uses. Increases will be limited to RPI + 0.5% + £2.

Rents on the new homes

Rents on the new homes will be set at 5% above the government 'target' rent and will be higher than those on existing homes. However, CCHA recognises that increasing rents to the full amount in one go could present difficulties for some households, particularly those who are not in receipt of housing benefit. In recognition of this CCHA will, for existing tenants of the estate at the date of transfer, phase the increase in over a number of years. The rents that will be payable on new homes when tenants of Mill Farm Close first move in will be set at mid-way between the equivalent LB Harrow rent, for the same size dwelling on the Mill Farm estate, and the proposed CCHA rent. Examples of rents at 2009/10 levels are shown in the table below. Actual rents will be dependent on the date of each tenant's move:



Table demonstrating current rents and as anticipated for new homes if the transfer goes ahead

Size/Type of Property	LB Harrow Rents for Mill Farm Close (at 2009/10)	CCHA Target Rents for Mill Farm Close (at 2009/10)	Rents to be paid on new Mill Farm Close Homes (at 2009/10)	Estimated date at which target rent will be met
1 bedroom flat	£71.66	£91.09	£81.38	2016/17
2 bedroom flat	£79.10	£106.38	£92.74	2018/19
3 bedroom flat	£84.72	£121.46	£103.09	2021/22
3 bedroom house	Not applicable	£127.16	£111.29	2021/22
4 bedroom house	Not applicable	£133.85	£119.58	2025/26
5 bedroom house	Not applicable	£140.53	£127.78	2023/24

After moving into the new dwellings tenants' rents will increase each year by RPI + 0.5% + £2 per week until they reach the CCHA rent ("target" rent + 5%). Thereafter they will increase by RPI + 0.5%, in line with the current government policy for housing associations and Councils.

6.7 Service Charges and service charge guarantee

Service charges are an additional payment made by residents to cover the cost of estate services such as grounds maintenance. On all its estates/properties where estate services are provided, CCHA produces a schedule of estate service costs. An example is shown below.

Existing homes – after the transfer to CCHA

During the period after transfer and whilst CCHA are managing the existing blocks of flats, tenants will pay the same charge as they pay the Council for the existing services which are grounds maintenance, landlord's lighting etc. These will be increased annually at a rate of RPI + 0.5%. If residents want any additional estate services then CCHA would obtain quotations for these works and, subject to resident consultation, put the services in place and make an additional charge.

Service charges on the new homes

The new homes which will be built will also have estate services although these may be different to the services provided to existing homes on the estate.

It is envisaged that all tenants will pay for services such as grounds maintenance and communal TV reception equipment. They may also contribute to the cost of street lighting unless the estate roads are adopted by the Council. Tenants living in blocks of flats will also pay for the cleaning of the entrances/stairwells and for things like entryphones.



Typical Weekly Service Charge Schedule for Flats based on 2009/10 prices

Grounds maintenance	£2.60
Cleaning of common parts (flats only)	£2.50
Landlords lighting	£0.72
Entryphone maintenance (flats only)	£0.60
Communal TV aerial / vents	£0.36
Sub-total:	£6.78
Management at 15%	£0.63
Depreciation	£1.53
Total:	£8.94

Typical Weekly Service Charges for Houses based on 2009/10 prices

This will be for grounds maintenance only = £2.60

6.8 Water Charges

CCHA are legally required to fit water meters to all new dwellings. This will change the way your water bills are calculated as you are not currently connected to a water meter. You would still continue to pay your water rates direct to the water company.

The table below indicates the potential water charges that Three Valleys Water (your Supplier) could charge for an average user. These are indicative only as the amount of water used per property will of course be dependant on lifestyle.

Estimated Annual Water Bill for an average user including Water and Sewerage based on Three Valleys Water - Metered Connection (based on 2009 prices).

No. in Household	Average Estimated Cost (£)
1	185
2	239
3	257
4	268
5	297
6	369
7*	412
8*	463
* Pro-Rated from 1-6 person calculations	



6.9 Home Contents Insurance Scheme

CCHA strongly advises its tenants to take out home contents insurance. This will cover you against damage to your belongings, carpets, furniture and decorations, including fire or flood damage and accidents. The insurance would also cover certain items stolen in a break-in. CCHA has negotiated favourable terms with the Aviva insurance company (formerly Norwich Union) and has produced a leaflet which is available on request and can also be found on www.millfarmclose.org.uk.

6.10 Council Tax

You would still have to pay your Council Tax to the Council. You can still claim Council Tax benefit from the Council.

6.11 Parking

A total of 180 parking spaces are proposed (subject to planning approval) as part of the redevelopment of the estate. This should provide sufficient parking for all residents and their visitors. As now, there will be no charges for parking on the estate. CCHA will monitor the use of parking and if there is a problem, for example non residents using the estate to park their vehicles, CCHA will consult with residents on a parking permit scheme and the employment of a clamping company.

6.12 New Tenants after transfer

New tenants will not have the benefit of the rent promise made to existing tenants of the estate. New tenants will pay the target rent straight away.

6.13 Paying your rent and service charge

Options for paying

The rent you pay will enable CCHA to provide your home and services and keep standards high. This is why paying rent is so important. CCHA can offer advice and support to help residents pay their rent. CCHA offers a number of rent payment methods:

- by direct debit. CCHA include a direct debit form in your sign-up pack. All you need to do is complete this form and return it to them. This form instructs CCHA to collect payments regularly from your account. The direct debit amounts can be changed.
- by an Allpay swipe card at post offices and Payzone outlets. In the first two weeks of your tenancy, you will be sent an Allpay swipe card. About 17,500 post offices and 14,000 local shops accept Allpay swipe card payments with cash or a debit card.





CCHA will send you a rent statement every three months with your tenants' magazine, Housing Matters

- by debit card through www.allpayments.net. You can make secure 24 - hour internet payments through www.allpayments.net using a debit card.
- by cheque. You can pay by cheque, made out to Catalyst Communities Housing Association Ltd.
- by telephone. Payments can be made by telephone using your credit or debit card by calling CCHA's Ealing office.

CCHA will send you a rent statement every three months with your tenants' magazine, Housing Matters. The statement shows all your payments; including any Housing Benefit amounts, and any adjustments that have been made, up to the end of the three-month period.

6.14 Rent Arrears

It is very important that you keep up to date with your rent payments. They must be regular and on time. If you miss payments, your account will go into arrears. If you find it difficult to pay your rent, you must contact CCHA straight away. CCHA will offer you as much support and advice as they can but ultimately it is your responsibility to pay your rent.

What happens if I am in arrears?

If you are behind with your payments, CCHA will first write or telephone to tell you that your account is in arrears and make arrangements to pay them.

If your account is not cleared, CCHA will write again to say you are still in arrears and that they are thinking of serving you with a notice of seeking possession (NOSP). CCHA will serve you with a NOSP if you have not contacted them, or your arrears stay the same or increase.

A NOSP is a notice CCHA send before applying to court to repossess a property. It will state why they are seeking possession.

At the end of the notice period, if you have not started to pay off the arrears, CCHA may apply to court for possession of your home.

CCHA will always try to contact you as soon as possible – out of hours if necessary – when your account goes into arrears. This is so they can sort out any problems before it's too late.



6.15 Welfare Advice/Support

If you are on a low income, you can claim Housing Benefit to help pay your rent. This does not cover help with your Council Tax, but you may be able to apply for Council Tax Benefit as well as Housing Benefit. Although the council is responsible for making the payments, you are still responsible for making sure your rent is paid.

You can collect a claim form from the council or your local CCHA office. If you are already receiving Housing Benefit or Council tax benefit your existing claim will continue after the transfer takes place. When you take the form to the council you will need to provide proof of your income, your identity, and your tenancy. Be sure you are given a receipt for any forms you pass them. Your neighbourhood manager can give you advice and help you make your claim. You can ask for your Housing Benefit to be paid directly to CCHA.

CCHA pays for the Citizens Advice Bureau to provide detailed advice to residents who are struggling to pay their rent. To obtain advice you will simply need to arrange an appointment via your Neighbourhood Manager.





Section 7

Decanting and Rehousing

In Section 7 we explain how existing tenants would be rehoused and the compensation you are entitled to for having to move

7.1 General principles of decanting at Mill Farm Close

The Council understands that the way in which decanting is dealt with by CCHA will be a major issue for the majority of tenants who will have to move. This section sets out the basis on which new homes will be offered to tenants who have to move.

Tenants will also need to know what help they will be given with moving, the compensation they will receive and the costs that CCHA will meet. This section sets out what CCHA is promising on these issues, the contents of which have been negotiated by Harrow Council and the Residents Steering Group with help from consultants, First Call.

The Council has agreed that the promises made by CCHA are an important part of the promises made to tenants during the consultation process.

7.2 The decanting programme

The table below shows when you might be expected to vacate your property so that it can be demolished.

Block	Phase	ESTIMATED move in date
1-14 Mill Farm Close	2	January 2013
15-32 Mill Farm Close	2	January 2013
33-46 Mill Farm Close	1	September 2011
47-60 Mill Farm Close	1	September 2011
61-78 Mill Farm Close	1	September 2011
79-96 Mill Farm Close	1	September 2011
97-110 Mill Farm Close	2	January 2013

Phase 1



Phase 2





7.3 Lettings Policy for new homes

Priority for the first lettings of new homes that are being built on the estate will be given to existing Mill Farm Close tenants.

- Priority for new properties that are built on the estate will be given to re-housing tenants who need to move as part of the rebuilding programme.
- The rebuilding programme is being planned to enable everyone to move only once into their permanent new home. Very occasionally it may be necessary for people to move twice, for example, if household circumstances change significantly and there was no longer a suitable property available in the next phase of new build.
- The size of property you will receive will depend on the number and age of people in your household and the size of your present home. This will be assessed prior to the time you are due to move so any changes in your family size between now and the time you move will be taken into account.

The size of property you will receive will depend on the number and age of people in your household and the size of your present home

Single person	1 bedroom
Single female (pregnant)	1 bedroom
Couple without children	1 bedroom
2 adults not living together as a couple	2 bedroom
1 or 2 adults + 1 child	2 bedroom
1 or 2 adults + 2 children	2 bedroom/3 bedroom
1 or 2 adults + 3 children	3 bedroom
1 or 2 adults + 4 or more children	3 bedroom or 4 bedroom

- Children of different genders where the eldest is seven years or older will be allocated separate bedrooms.
- Children of the same sex are expected to share a bedroom unless one child is over 10 years and there is more than five or more year's difference between them (a baby under the age of one is counted as a one year old).
- Discretion will be exercised where children are nearing the ages where an extra bedroom would be allocated.
- Each child over the age of 18 will, where possible, be allocated a separate bedroom.



CCHA understands that a number of residents have a pet/pets which they want to take with them to their new home

- Any medical factors, including disability, which affect the type or size of accommodation required, will be taken into account in determining what type of property the household is allocated. Where necessary, the opinion of CCHA's independent (Locata) medical adviser will be sought and followed.
- Priority for allocating homes with gardens will be as follows:-
 1. Households with someone who is disabled or has a serious medical condition that means they need ground floor accommodation. For example, households where someone is in a wheelchair.
 2. Families with at least one child who is under 12 years old at the date on which their home is expected to be completed. If there are more households than properties available then priority will be determined by length of tenancy.
 3. Other households expressing a desire to live in a property with a garden. If there are more households than properties available then priority will be determined by length of tenancy.

If your current property has more bedrooms than your need (as determined by the criteria above) you will be offered a property with one bedroom more than you need, unless you indicate that you do not wish to have an extra bedroom.

7.4 Pets

CCHA understands that a number of residents have a pet/pets which they want to take with them to their new home. As a general rule CCHA will allow residents to take their pets with them, subject to the following provisos:-

- Residents will be asked and expected to inform CCHA about their pets when they are visited for the purpose of CCHA assessing their housing needs and/or when they are making choices of paint colours etc for their new home.
- CCHA will grant permission for their pet/s before they move to their new home.
- Once a resident is in their new home, if a pet causes nuisance to other resident/s, CCHA may withdraw permission and ask the resident to make alternative arrangements for it.



- This 'policy' in relation to pets will only apply to existing residents. New tenants will not be able to keep a pet without the written permission of CCHA – permission will not be granted in cases where it is believed that the pet might cause a nuisance.

7.5 Planning your move

Selecting your preferred property

Some months before you are due to move, CCHA will contact you to identify your housing requirements. All the households who are due to move in the next phase of the rebuilding programme will be invited to select their preferred properties from those that will be available. Decanted householders will normally be re-housed in a size of home that reflects their housing need but if they are 'trading down' from a 3 or 4 bedroom home, they will be entitled to an extra bedroom, if they so choose.

If more than one household expresses a preference for the same property it will be offered to the household whose tenancy has been held for the longest time.

Your right to remain on the estate

CCHA agrees that all households living in homes scheduled for decanting, at the time of transfer to CCHA, will have the right to be re-housed on the estate, as part of commitment to keep the local community together (commitment to the 'core' community).

The principle of "only one move to your new home" will be paramount. However, if it is agreed between the Council, Estate Forum and CCHA, a small number of tenants may be asked to move temporarily and then permanently. This will only take place if it speeds up the decanting programme set out above.

Planning when residents move

Decanting will take place on a planned 'rolling' programme basis so that the existing core community is re-housed in a way that gains their agreement. The timing, size and mix of new replacement homes will reflect the housing needs and aspirations of the resident community who need to move while taking into account the development programme and contractual commitments that CCHA Group has in relation to this estate.

Special planning to achieve long term pre-allocation of homes to be built will be a key target. Monitoring the success of this pre-allocation will be undertaken.





The allocation of homes will be conducted in a fair, understandable and accountable manner

Help with moving

As part of the housing management service, CCHA will provide an experienced officer who will be available as a point of contact and source of information for all Mill Farm Close residents.

CCHA will provide a special supportive service for the needs of the elderly, those on their own with special needs and for the disabled. CCHA will ensure that appropriate practical and emotional support and services are available for any isolated, vulnerable and confused householders who require decanting. These services may include emotional support prior to moving, ensuring that surplus furniture and belongings are sifted if necessary, ensuring that packing is properly carried out, fragile belongings protected in transit as far as reasonable possible. Special practical support may need to be available on moving day, such as ensuring that benefits are claimed for at the new address, utility services are disconnected and available at the new home. CCHA will make all reasonable efforts to obtain, for any residents who need it, appropriate support from Social Services and other agencies.

Deciding who moves to which home

The allocation of homes will be conducted in a fair, understandable and accountable manner. However, CCHA recognise that difficult decisions may need to be taken when considering the priority given to individual residents regarding the allocation of homes.

Residents to be decanted will be entitled to two reasonable offers of alternative accommodation. The only exception to this will be if it is impractical to make two offers, for example, if there is only one property of the necessary size on the phase to which they are being decanted. The good practice of advance pre-allocation by agreement should mean that many residents will, in practice, only need to receive one offer.

CCHA wishes to avoid the use of legal proceedings to obtain possession of homes that are to be demolished. It may be necessary, however, to institute legal proceedings where a resident refuses two reasonable offers of alternative accommodation. The key to avoiding legal notices will be extensive early consultation, realistic timescales and good planning in the decant process.

Meeting the cost of moving

As a general rule CCHA will pay disturbance payments (the reasonable costs of removal) directly to CCHA approved and insured contractors such as removal company, utility company, BT, plumber, carpet adaptor/fitter and curtain company. This is convenient for decanting households as it means they do not have to pay these costs themselves.



As part of the wider regeneration process, CCHA will so far as possible (subject to the costs being competitive) encourage the use of local companies and organisations to carry out the decant removal work, thus retaining income in the local community and economy. This may also apply to carpet fitting and replacement and provision of curtains.

If payments are being made direct to tenants Home Loss and disturbance payments will be approved and paid within 15 working days after receipt of completed claims forms.

CCHA will organise and authorise on-account emergency payments for hardship cases, so that residents' moves are not held up. This will provide for quicker letting time. CCHA recognises that special arrangements for payment to decanting residents will need to be investigated for residents who do not have a bank account.

In the case of decanting tenants who are in rent arrears at the time of moving, CCHA will have a right to offset the Home Loss payment against the rent arrears owed by the tenant to CCHA but not the disturbance payment.

All decanting compensation payments will be made under the provisions of the 1973 Land Compensation Act. (Sections 30 & 38). Tenants (and leaseholders) will have right to apply to the Lands Tribunal for a decision as to the amount of disturbance payment to be paid. CCHA also has this right.

Keeping neighbours together

When decanting takes place, all reasonable efforts will be made to achieve floor by floor and block by block decanting with the aim of avoiding leaving remaining tenants isolated and vulnerable. CCHA will be expected to ensure that security measures are promptly in place to protect remaining residents.

Where decanting residents request it, CCHA will make all reasonable efforts to enable existing neighbours and/or family households to be re-housed together or in close proximity to each other, if they so wish or to be rehoused further apart if that is what they want.

7.6 Re-housing elsewhere

CCHA will use all its reasonable re-housing opportunities in its other stock to assist with the planned decanting of Mill Farm Close. If residents request to be decanted off the estate, CCHA will have regard to any social/family/work ties that existing residents have, to be considered for a move to another area where CCHA may have housing.





CCHA has agreed with the Council that tenants who want to move to sheltered housing owned by the Council may be permitted to do so, subject always to availability and housing need as compared with other applicants for such housing.

As members of the Homes Mobility Scheme, CCHA may be able to nominate decanting householders to social landlords in other areas across borough boundaries but this is not in itself a legal right. Under the Homes Mobility Scheme it should be noted that priority is normally given to households who have a work or family connection to go to a particular area. Having the status of a decant is not, in itself, a reason to be able to make use of the Homes Mobility Scheme.

7.7 Splitting households

CCHA will, subject to the agreement of the Council, consider applications from households which are willing to be split in return for 'down-trading' in size. For example, a household which is due to be decanted, with an adult child, could apply for separate split rehousing into smaller units, normally 2 x 1 bed flats. This would only be considered if it 'frees up' a family size unit for another household and if there are available units of the required size. Any separate split rehousing will normally take place at the same time.

In this situation only one Home Loss payment and disturbance payment will be paid – to the existing tenant.

7.8 Tenants who are 're-housed early'

CCHA accepts that it must pay Home Loss and disturbance payments to tenants who move out of their homes in consequence of the redevelopment (provided they have lived in that home (or another on the estate) for at least 12 months, and it is their only or principal home) and that such liability commences immediately upon the transfer to CCHA being completed. CCHA agree that tenants who are re-housed outside the immediate phase of decanting for one or more of the following reasons will be treated as entitled to Home Loss and disturbance payments:

- Overcrowding
- Management transfer for harassment reasons
- Overriding medical needs as assessed by the LOCATA medical advisor
- Repair problems too serious or expensive to repair with the tenant in situ



7.9 Transfers at a later date

If a tenant needs to move at a later date, for example because their family has grown in size, they will be able to apply for a transfer.

CCHA is a member of the choice based lettings scheme (Locata) under which most social housing in west London is allocated. Any tenant can register with the scheme, following which their application will be given a priority banding (Band A-D) based on an assessment of their circumstances against the Locata banding criteria. They can then bid for properties that are advertised for letting.

7.10 Compensation and help with the costs of moving

CCHA will make Home Loss payments in accordance with Section 30 of the Land Compensation Act 1973, which means that tenants who have occupied their home as their only or principal home for 12 months up to the date of their move will receive £4,700 (as at September 2008 and which is reviewed every September).

CCHA accepts that under s.38 of the Land Compensation Act 1973 it must pay to tenants the reasonable costs of moving. CCHA wishes to ensure that so far as practicable tenants are clear about what they can expect to receive. CCHA therefore confirms that the following clauses set out what it regards as reasonable for residents that have incurred the costs and the original loss. These are examples only and CCHA remains under its general legal duty to meet all reasonable expenses.

Cost of removals van to move home contents/furniture etc

CCHA will arrange and pay for the removal of tenants' furniture and other contents. Only contractors who are reputable and hold the necessary insurance will be used.

For vulnerable and elderly households CCHA will provide a package of support measures such as furniture packing and resettling into the new home (see general principles; this would be eligible cost).

Disconnection and reconnection of cooker, either gas or electric

CCHA will arrange and pay for the disconnection and reconnection of cookers.

Disconnection and reconnection of washing machine

CCHA will arrange and pay for the disconnection and reconnection of washing machines





CCHA will provide new homes with carpeting to all areas except the kitchen and bathroom

Disconnection and reconnection of dishwasher

CCHA will arrange and pay for the disconnection and reconnection of dishwashers

Disconnection and reconnection of TV aerial

New homes on the estate will have an Integrated Reception System (IRS) – TV/FM/Digital/Satellite - installed as part of the specification.

Where a tenant is decanted to a property off the Mill Farm Close estate or IRS is not provided to the new home, the reasonable costs of disconnecting and reconnecting a TV aerial and/or satellite dish will be met.

Carpets

CCHA will provide new homes with carpeting to all areas except the kitchen and bathroom. Tenants will be able to choose from a range of colours. As an alternative to carpets, tenants will be able to choose to have vinyl tiles. Tenants can have laminated flooring instead (throughout the home) provided it costs no more than carpeting would have done.

If residents wish to re-use any of their existing carpets then CCHA will arrange and pay for a carpet fitter to take up and refit their carpets.

If, at their request, a tenant is decanted off the Mill Farm estate, CCHA will expect them to re-use existing carpets wherever possible. Where the tenant has to purchase new carpets CCHA will reimburse the reasonable costs of an equivalent replacement, upon production of receipts.

Curtains

Residents will be expected to re-use existing curtains that fit the windows in their new home but CCHA will pay an allowance towards the cost of new curtains/curtain tracks of £120, £180, £240 for moves to a 1/2/3/ bedroom property respectively.

Wooden battens will be provided above the windows in new properties so that curtain rails can be more easily fixed.

Redirection of mail

CCHA will pay Royal Mail charges for 12 months redirection.

Telephone disconnection and reconnection

CCHA will pay the BT (or other company) charge, but will also include any existing extra lines and extensions.



Special adaptations within the new home

CCHA expects to identify a resident's need for aids and adaptations when it assesses housing needs. Wherever possible CCHA will ensure that the new home is specially adapted to meet the resident's needs. This will usually be done with the help of an occupational therapist. Where appropriate CCHA will pay for the removal of adaptations from the existing home and refitting in the new home.

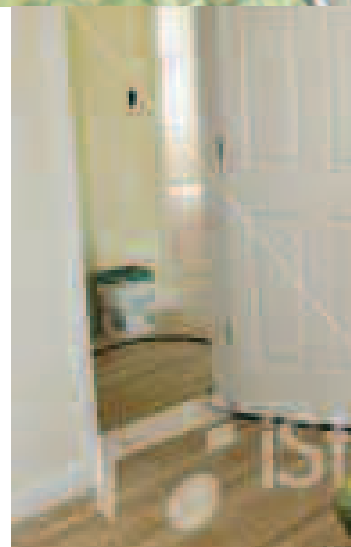
Right to appeal to the Lands Tribunal

Any dispute as to the amount of Disturbance Payment (e.g. reasonable costs of removal) can be referred either by the tenant or CCHA to the LANDS TRIBUNAL (At 48 to 49 Chancery Lane, London WC2 AJR. Telephone 020 7936 7200), in accordance with Section 38 (4) of the 1973 Land Compensation Act.

Choice of fittings and finishes in your new home

CCHA is committed to giving residents as much choice as possible in relation to their new homes. As a minimum CCHA will offer residents choices about:-

- The colour of walls
- The colour of vinyl floor coverings
- The finish to kitchen cupboards and worktops





Section 8

Tenants Rights



In Section 8 we explain how your existing tenancy rights are protected if your home is transferred to Catalyst Communities Housing Association

8.1 Tenants Rights after Transfer

Council and housing association tenancies are governed by different legislation. The Council and CCHA have worked hard with residents to ensure that your new tenancy agreement will give you similar rights to those you have now.

As a “secure” tenant of the Council you have some statutory rights and a number of contractual rights. A statutory right is one which is granted by an Act of Parliament. A contractual right is one which is contained in a contract such as a tenancy agreement. In either case you can ask a court to enforce your rights.

The Council cannot change the statutory rights although they may be changed from time to time by Parliament. Your statutory rights as a secure tenant are set out in the Housing Act 1985. The Council can change your contractual rights after consulting you. However, once it has consulted you it does not need your agreement to make the changes proposed.

As an “Assured” tenant with CCHA you would also have statutory rights under the Housing Act 1985 as amended by the Housing Act 1996, which again can only be changed by Parliament. In addition, CCHA will give you certain contractual rights to ensure that the differences between your current tenancy rights and those of your assured tenancy are minimal. These contractual rights are written in the CCHA Tenancy Agreement and cannot be changed without your individual written consent apart from changes to rent which are subject to government policy and service charges.

8.2 Tenancy Agreement

The table opposite compares your existing rights as a “secure” Council tenant with those as an “assured” tenant with CCHA if the transfer goes ahead.

If the transfer goes ahead you will be asked to sign a new tenancy agreement. Tenants who are given a tenancy agreement but do not sign it would become assured tenants of CCHA and the terms of their tenancies would be set down by law together with the terms of their existing tenancy with the Council.

If you have been issued with a possession order which has been breached you will not automatically receive a new tenancy agreement. Tenants in this position will still transfer to CCHA as assured tenants but they will not have the contractual rights set out in the new tenancy agreement until they remedy the reason for the possession order.

A copy of the proposed new Tenancy Agreement if the transfer goes ahead is contained in Appendix 1 to this document.



Rights	With the Council	With Catalyst Communities Housing Association
The Right to live in your home without the threat of being evicted without good cause	Yes	Yes. Housing Associations are able to use different grounds for possession than the Council. In order to minimise the difference in the grounds that can be used, CCHA has agreed to exclude use of the mandatory Ground 8 possession clause of the Housing Act 1988 which requires the court to grant possession if an assured tenant has eight weeks of arrears of rent at the date of the court hearing. Also CCHA would not be able to use Ground 11 which allows possession to be sought if a tenant persistently fails to pay the rent on time.
The Right not to have your tenancy agreement changed (except for rent and service charges) without your individual written consent	No	Yes
The Right to Buy your home with a discount	Yes. Although your right to buy your existing home has been temporarily suspended because it is due to be demolished	Yes. CCHA are offering you a contractual right to buy your new home if the transfer goes ahead.
The Right to Acquire in certain circumstances	No	Yes
The Right of Succession (the ability to pass on your home)	Yes	Yes. You will also have additional succession rights as CCHA has agreed that in the new tenancy agreement it will ignore any previous successions to the tenancy with the Council.
The Right to assign your tenancy to someone else	Yes	Yes
The Right to Transfer and Exchange	Yes	Yes
The Right to Sub-Let part of your home or take in lodgers	Yes	Yes



Rights	With the Council	With Catalyst Communities Housing Association
The Right to make certain improvements and receive compensation for them when the tenancy comes to an end	Yes	Yes
The Right to have repairs carried out within set timescales	Yes	Yes
The Right to be given information about the management of your home	Yes	Yes
The Right to Manage	Yes	No
The Right to be Consulted	Yes	Yes

8.3 Succession rights

Any previous successions (inheritance of the tenancy) prior to transfer will be ignored meaning that all existing tenants will start their new tenancies with a right of succession.

8.4 Right to Buy your Home

Secure tenants living on the estate at the date of transfer will have a Preserved Right to Buy (PRTB) the home that transfers to CCHA. Your discount would still apply and be worked out in the same way. However the right to buy your existing home was suspended in January 2009 when the Council served a legal notice of the intention to demolish your home within 5 years.

CCHA are proposing to give you a contractual Right to Buy (CRTB) the new home you move into. Under the CRTB you will be entitled to the same discount rate as applies at the date of this Offer document. Your discount may be reduced by a special rule called the cost floor. Under the cost floor, the discount you receive must not reduce the price you pay below what has been spent on building, buying, repairing or maintaining it. The cost floor is operated in a similar way for the PRTB and the CRTB as for the normal Right to Buy except that works carried out over a longer period can be included.

The right to buy, whether preserved or contractual, remains with you or any member of your family who succeeds to the tenancy even if you later move to another home which is owned by CCHA as long as it is not exempt from the Right to Buy. You would also still have the right to buy if you later move to another Council home.



8.5 Subletting/Lodgers

Tenants will not be allowed to sublet the whole of their home but will be able to sublet part of their home or take in lodgers without having to seek permission from CCHA.

8.6 New tenants after transfer

New tenants moving on to the estate after existing tenants have been rehoused will not have the same rights as existing tenants. For example they will not have the Right to Buy and they will pay the target rent for their home straight away.

8.7 Right to Acquire

All tenants living on the new estate (including new tenants) will have the Right to Acquire their home. This is a scheme very similar to the Right to Buy.

8.8 Other options for tenants to become home owners

CCHA offers its tenant's opportunities to become home owners through schemes such as shared ownership where the property is part rented and part owned. It is possible to buy additional stakes in the property at a later date right up to 100% ownership.





Section 9

How your homes would be managed



In Section 9 we explain how Catalyst Communities Housing Association proposes to manage and maintain the Mill Farm Estate

9.1 Staff Structure and access to estate office

CCHA have already established a site office on the estate and this will remain during the redevelopment period. Staff from CCHA and their construction partners Higgins will be available to answer your questions and concerns from the office, but will also be providing you with their phone numbers and email addresses.

Various members of staff from CCHA have been working with the Council and Steering Group in the run up to the ballot. CCHA have already conducted a housing needs survey of all households (so that they know exactly the number and type of new homes that are needed), and have been working closely with the Steering Group and Residents Association to consider future housing management plans, training and employment opportunities as well as the design and layout of the new neighbourhood.

CCHA's team for the regeneration of Mill Farm Close is being led by Project Manager Murray Crawford, who many of you will already have met at the public exhibition, fun day, residents meetings etc and he has been supported by a team of Housing Management and Community Regeneration staff, as well as specialist consultants and agents, such as PTE architects.

If the transfer goes ahead CCHA will be involving a lot more of its staff and a separate information sheet with their names and pictures will be sent to all households, so that you know exactly who does what and how you can get in contact with them. The team will include staff responsible for housing management, property repairs, estate services, community regeneration and training and employment.

CCHA will appoint an experienced Neighbourhood Manager to manage the homes at Mill Farm Close, and you will be able to meet him/her on an individual basis if you have problems relating to any aspect of the management or maintenance of your current or new home. The Neighbourhood Manager's work will be overseen by a District Housing Manager.

Whilst CCHA is based in Ealing, they know from talking to their existing residents that most prefer to report their repairs and follow up rent and service charge queries either by telephone or internet, rather than visit their offices. However, if you have a complex matter or something that needs discussing in person, your Neighbourhood Manager will arrange to meet you either in your own home or in the site office.



Whilst residents are welcome to drop in to their offices, CCHA's Customer Services Centre provides residents with help with housing management and maintenance enquiries between 8am and 5pm (weekdays). During this time, trained Customer Service Officers are able to respond to queries relating to: repairs reporting, rent accounts, transfer requests, benefit applications etc with an out of hours emergency repairs service operating outside of these hours. Staff are able to book a time for a repair to be carried out at the same time as you report the matter to them.

Alternatively you can report repairs, make suggestions, report anti-social behaviour etc by way of their website: www.chg.org.uk. This site also provides regularly updated information about the Group and tenancy issues and provides a range of information leaflets (which can be downloaded or requested) including: Housing Benefit, Resident Involvement, Safety and Security, Service Standards etc

Residents receive a quarterly newsletter 'Housing Matters' (or 'Town Talk' for leaseholders) which includes information about policy changes, benefits, community initiatives etc.

9.2 Immediate Improvements, the first 100 days

CCHA will carry out 'meanwhile works' on Mill Farm Close post transfer. In CCHA's experience it is important to strike a balance between carrying out required works (in view of the impending development work) whilst sustaining a pleasant environment; and ensuring health and safety matters are always covered.

These meanwhile works will allow sufficient time for consultation with residents and other stakeholders about the full regeneration of the estate and ensure that the existing homes are maintained to an acceptable standard, safe and secure, throughout the period of the regeneration programme.

CCHA plan to carry out the following works in the first 100 days if the transfer goes ahead:

- An overhaul and repairs to door entry systems
- A deep clean of all communal areas
- Provision of humidistat to kitchen to households experiencing problems with condensation
- Repairs to any leaking or over following gutters or rainwater downpipes
- An overhaul of windows, including the fitting of draft stripping where required

Various members of staff from CCHA have been working with the Council and Steering Group in the run up to the ballot



CCHA is committed to delivering housing management services to residents in a way that best suits their needs

9.3 Customer service standards

CCHA is committed to delivering housing management services to residents in a way that best suits their needs. To ensure residents have a high quality, mixed-tenure housing management service they have access to:

- A 'one-stop' Customer Services Centre through which trained officers are able to respond to queries relating to: repairs reporting, rent accounts, transfer requests, benefit applications etc. either in person, via the Internet (see www.chg.org.uk) or telephone.
- 'Floating support' services (for vulnerable households).
- An emergency repairs service by telephone outside of office hours.
- Home visits by a named Neighbourhood Manager for residents who request them or where complex issues need to be addressed.
- Outreach housing management surgeries where there is an appropriate and accessible venue.
- Regular information about services. Residents receive a quarterly newsletter 'Housing Matters' (or 'Town Talk' for leaseholders) which includes information about policy changes, benefits or community initiatives for example.

9.4 Confidentiality

CCHA has a comprehensive confidentiality policy to ensure that (with some clearly defined exceptions) matters relating to any tenant are only discussed between CCHA and the tenant. The exceptions include requests for information from statutory authorities (utility companies) and the Police.

9.5 Seeing your file

Any tenant can request to inspect their file at CCHA's offices. You would need to give 7 days notice of your intention to look at your file.

9.6 Reporting repairs, timescales and responsibilities

CCHA's repairs service is based around appointments to suit the customer and they set up all appointments when the customer first makes a phone call, (there are no further calls from contractors). CCHA offer appointments to the hour, not just morning or afternoon.

Whilst other systems give each job a priority and the customer fits in with this, CCHA work to a system that puts the resident first, fitting in to suit their priority whether that is an appointment the next day or in five days time.



This approach to service delivery, which places the customer at the forefront of how services are designed and delivered, has seen customer satisfaction at CCHA rise sharply. For example: residents are surveyed after all repairs and are asked to score their satisfaction on a scale of 1 to 10. A previous average of 7 out of 10 has risen to a current average of 9.4 out of 10 after this service review.

CCHA publishes performance results as required by the HCA and Table 1 below provides CCHA's performance figures for the period 2008/2009.

Performance Measure	Target	Apr 2008 –Feb 2009
Percentage of emergency repairs completed (within 24 hours) – London Teams	98%	99.6%
Percentage of urgent repairs completed (within 7 days) – London Teams	90%	95.2%
Percentage of routine repairs completed (within a month) – London Teams	92%	83.7%
Average Time to complete Routine Repairs – London Teams	20 days	12 days
Rent collection – General Needs	100%	98.2%
Rent arrears – General Needs	7%	8.6%
Rent collection – Shared Ownership	101%	100.75%
Rent arrears – Shared Ownership	6%	6.5%



CCHA responsibilities

CCHA has a legal responsibility to keep your home in good repair. For this, they rely on you to report repairs as soon as possible. CCHA are legally responsible for the following:

- the structure and exterior of your house, including the walls, floors, ceilings and roof
- drains, gutters and external pipes
- gas, electricity and plumbing systems
- baths, basins and toilets
- heating and hot water supply
- outside doors and windows
- any fittings and appliances that are provided by the housing association
- shared and communal areas



You are responsible for taking care of the inside of your home and for certain repairs

CCHA will do all repairs necessary to ensure that your home is safe, secure and watertight. CCHA will also do all the repairs necessary to ensure that all of your services work properly.

Other repairs that CCHA will normally carry out include:

- internal walls, doors, door frames, door hinges, door furniture and skirting boards, but not the decorating of these unless stated in the tenancy agreement
- chimneys, chimney stacks and fires
- pathways, steps or other means of escape
- plasterwork (but not narrow cracks or small holes)
- garages and stores included with the premises
- boundary walls and fences

In addition, CCHA will make good as far as possible any areas disturbed by carrying out any repair work.

Your responsibilities

You are responsible for taking care of the inside of your home and for certain repairs. However, if you are elderly, infirm or disabled, and have nobody to help you, CCHA may be able to help you or put you in touch with organisations that can help.

CCHA tenants can also apply to Catalyst Charitable Trust for part or full funding to pay for decoration works within their homes, when tenants are either vulnerable or in genuine hardship. This fund has annual limits and payments are discretionary and limited to £750.

Repair categories

Emergency – This applies to work to remove immediate danger to people, avoid serious damage to the property, make the property secure or restore heating. The situation may be made safe and follow-up work carried out at a later date. You can call CCHA about emergencies at any time of day or night.

Urgent – This applies to work that needs to be done quickly to prevent immediate damage to the property, to overcome serious inconvenience to you or where there is a possible health, safety or security risk.

Routine or non-urgent – This applies to work that is not urgent, but should not wait for a planned programme of work.



Planned work – CCHA put certain non-urgent repairs into ‘packages’ of work that can be carried out all together in an area. For example, kitchen renewals, electrical rewiring, replacing central heating, re-roofing and renewing fences.

In their recent inspection of CCHA’s services the Audit Commission noted:

“Strengths outweigh weaknesses in the area of performance management. It is carried out in a structured way, and is supported by a dedicated quality and performance team. Targets are demanding but realistic. Service improvements are prioritised by their potential impact. There is a structured approach to continuous improvement, and lessons learnt from complaints are implemented and reported to the Board. There is effective leadership that encourages good performance and staff are valued and supported.”

9.7 Anti Social Behaviour and Harassment

CCHA has a firm but fair approach to anti social behaviour (ASB) and has a comprehensive strategy, developed in cooperation with residents, to deal with ASB.

CCHA updated their ASB service after a full service review in 2007. Their ASB strategy incorporates the Respect Standard and their ASB toolkit is supported by a new computer system. Procedures and information about available support are widely publicised to residents.

CCHA Housing Management staff receive specialist training on ASB, domestic violence and mediation. For complex cases CCHA uses two specialist legal firms that also provide staff with case support and advice. CCHA are also active in the Crime and Disorder Reduction Partnerships in all the main areas where they have homes.

Staff follow CCHA’s ASB ‘toolkit’ when dealing with ASB. They often work with other agencies to tackle ASB including the Police and the Local Authority. CCHA expect neighbours to try and resolve differences wherever possible. However they recognise that in some instances this may not be possible because of the nature of the incident.

On the report of ASB the Neighbourhood Manager will investigate. This will normally include visiting the person who has reported the problem and contacting the alleged perpetrator. If the problem is not resolved through informal means (visits, letters etc) then a range of measures are available to CCHA who use all of them:-



On the report
of ASB the
Neighbourhood
Manager will
investigate



- **Mediation** – this is only usually used where it is evident that both neighbours are contributing to the problem, for example tit for tat noise nuisance. CCHA employs (and pays for) independent mediation.
- **Demotion of tenancy** – to reduce the security of tenure making it more likely that the tenant will behave.
- **Possession proceedings** – legal action to terminate the tenancy.
- **ASBO** – Anti-Social Behaviour Order
- **ABC** – Acceptable Behaviour Contract

CCHA's community development programmes helps to tackle ASB by enhancing opportunities for residents. On one of their estates, diversionary programmes developed with partner organisations have reduced reported crime by 17 per cent in a year. In addition over the past two years CCHA's training for employment initiatives in West London, outlined above, have introduced 450 local people, 390 of whom were Catalyst residents, into accredited training courses, work experience and jobs.

9.8 Complaints Policy

CCHA has a comprehensive complaints policy and procedure for dealing with residents grievances. Leaflets explaining how to make a complaint and how it will be dealt with are available from CCHA's office and on-line.

Complaints can be made in a variety of ways including by letter, e-mail, telephone and in person. This applies at all stages of the process. Where a complaint is received over the telephone or in person it is recorded on a complaint form and a copy is sent to the complainant.

The complaints policy is based on a three stage process:

Stage 1 complaints are dealt with by the manager responsible for the service about which the complaint is being made, except where the complaint directly concerns that particular staff member, in which case it will be dealt with by their manager. CCHA aims to deal with the complaint within 10 working days of receiving it.

Stage 2 complaints are dealt with by the manager of the person who responded to the stage 1 complaint. Complaints may progress to stage 2 of the process when the complainant remains dissatisfied with either the way in which their complaint was handled or the outcome. Again, the timescale for this stage is 10 working days.



Stage 3 is the final stage of the procedure when a resident is still not satisfied. The complaint is heard by a Complaints Panel including CCHA Board Members, one of whom will be a resident representative. The complainant can present their complaint in person if they wish. This stage of the process will normally be completed within 6 weeks.

- Where a complaint is upheld, CCHA will ensure that the resident receives a written apology and an explanation of any action that will be taken to redress the situation. Where relevant, CCHA will pay compensation proportionate to the inconvenience or loss suffered, in accordance with its Compensation Policy.
- Where a complaint is not upheld the resident will receive a written explanation of the reason why.
- Complaints are always dealt with in confidence. This means that information will be divulged only if it is necessary for an investigation to continue. Information will only be divulged to those who need to know.
- All complaints are recorded and monitored so that any trends identified can be analysed and remedial action taken where necessary. Monitoring also allows the Association to identify where there may be issues relating to policies or procedures which need to be rectified.

If a resident feels that CCHA has not addressed their complaint through its complaints procedure, they have the right to have it investigated by the independent Housing Ombudsman Service. CCHA prides itself on the fact that only a tiny number of its residents contact the Ombudsman and that it is extremely rare for him to find CCHA at fault.

9.9 Mutual Exchange and assignment

CCHA is a member of the 'Homeswapper' mutual exchange scheme. Through this scheme, which is free of charge for CCHA tenants, it is possible to find another tenant with whom to swap homes. Both landlords have to give their permission which is not normally refused.

9.10 Transfers Policy

Locata

Mill Farm Close residents will be able to apply for a transfer through Locata. Locata is a scheme designed to enable you to choose where in London you live. The scheme operates in West London and allows you to move throughout the West London area. You will need to contact your local office and request a transfer visit from your neighbourhood manager. The neighbourhood manager will help you complete a transfer form when they visit.

Complaints are
always dealt
with in
confidence



9.11 Caretaking, Cleaning and Grounds Maintenance

CCHA is totally committed to ensuring that estate services are provided to a high standard so that residents can feel proud about where they live. It is also concerned that service charges represent value for money. Following a competitive tendering process two years ago, CCHA appointed two contractors to undertake cleaning and grounds maintenance to all its properties and, should tenants vote to transfer to CCHA, then Mill Farm Close would be added to the existing contract of 'Just Ask'.

The 'Just Ask' contract has a detailed specification that sets out the contractor's duties in relation to both cleaning and grounds maintenance including the replacement of faulty lights. CCHA monitors the quality of work undertaken on its estates by carrying out regular inspections through its Estate Services Supervisors. Where residents express interest, they are welcome to join CCHA in carrying out the inspections.

During and following redevelopment of the estate CCHA will ensure that all external areas and common parts to blocks of flats are maintained to a high standard. In addition to good quality cleaning and gardening CCHA will also ensure that graffiti and abandoned cars are dealt with promptly.

Residents will be encouraged to take part in quarterly estate inspections with their Neighbourhood Manager and the Estate Services Supervisor. This will give residents an opportunity to identify problem areas in respect of cleaning, grounds maintenance and repairs.

Grounds maintenance and security during the construction period

CCHA and Higgins Construction will plan all construction activities to ensure that any inconvenience residents may experience is kept to a minimum at all times and that standards of grounds maintenance are maintained. A meeting will be held monthly with representatives of the Estate Forum group to review the construction work and grounds maintenance and any aspects that are of concern to residents will be dealt with.

9.12 Maintaining the security of the estate after redevelopment

The new buildings on the estate will be designed in such a way that opportunities for criminal behaviour are minimised as far as possible.

This will include an overriding concept of natural surveillance throughout the development whereby all public space is designed to be overlooked.

Central green spaces should feel welcoming and open, easily viewed from all angles by the surrounding homes. Good exterior lighting will also be provided so that people will feel safe on the estate at night.



The new buildings will achieve 'Secure by Design' certification. As part of this Secure by Design commitment a member of the Metropolitan Police will be advising on the design and security measures.

CCHA does not routinely install CCTV on its estates, believing that it is for residents to collectively decide whether they wish such facilities to be provided as part of estate services. Where residents or the Residents' Association expresses interest in having CCTV the Association will investigate this, obtain costings and consult residents before making a decision.

9.13 Resident Involvement

CCHA has an excellent track record of encouraging residents to become involved in the management of their homes and neighbourhoods and is close to achieving the TPAS (Tenant Participation Advisory Service) Quality Standard award for its Resident Involvement services.

The Association employs a Resident Involvement Manager, Michael Simms - who works as part of a dedicated team of Community Regeneration staff - and supports a network of Residents' Associations, along with a London Residents Forum (LRF) and Group Residents' Federation (GRF). He will be available to offer advice, training and support to the Pinner Hill Residents Association, and encourage residents to have a say about the services they receive.

There are a number of ways in which Mill Farm Close residents will be able to get more involved in how CCHA and its parent body, Catalyst Housing Group, operate – giving you a chance to influence strategy, policy and procedures:

- The Group Residents Forum brings together residents from across the Catalyst Housing Group to compare experiences, share information, independently scrutinise services and make recommendations to the Group Board of Management. It is through this body that residents can be elected to the CCHA and Group Boards of management. More information about the Forum is available from: www.catalystresidents.org.uk or emailing the representatives on grf@chg.org.uk
- CCHA's London Residents Forum provides an opportunity for residents to get together and make suggestions about service improvement, work with Housing Management Teams to find workable solutions to issues of concern to local residents and help organise community events. You can email the LRF representatives on lrf@chg.org.uk

The new
buildings will
achieve 'Secure
by Design'
certification



Residents are also encouraged to take part in a number of different activities including: magazine editorial boards, telephone surveys, focus groups, on-line Internet Forum. Additionally, older residents may wish to join the Associations 'Older People's Forum' which meets regularly to share ideas and activities.

CCHA has funding available to help residents attend meetings (for transport and childcare) and to attend training courses and conferences. It regularly sends a delegation to the annual TPAS (Tenant Participation Advisory Service) conference.

Subject to its meeting standard recognition criteria, CCHA will provide an annual maintenance grant to the Pinner Hill Tenants and Resident's Association or any future Mill Farm Close Tenants and Residents Association (£3.50 per property on the Close per year). It will also provide it with membership of TPAS through which it can receive independent advice, access to information and news about training courses and opportunities.

Additionally, the Residents Association and other community groups will be able to apply to the Catalyst Communities Trust for funding towards the cost of ongoing projects that help benefit the local community.

CCHA will establish a Mill Farm Close Estate Forum as an extension of the existing Mill Farm Close Steering Group. It will be established by the time the properties transfer to CCHA, if the transfer goes ahead. The Community Regeneration Team will work closely with local residents, the Council and the Independent Residents Adviser to establish the Forum. The Forum would become a platform for residents to oversee the delivery of the promises made within this document and, in the longer term, work together with stakeholders from the wider community to encourage as many residents as possible to become involved in the management of their homes and in issues affecting the neighbourhood and local community.

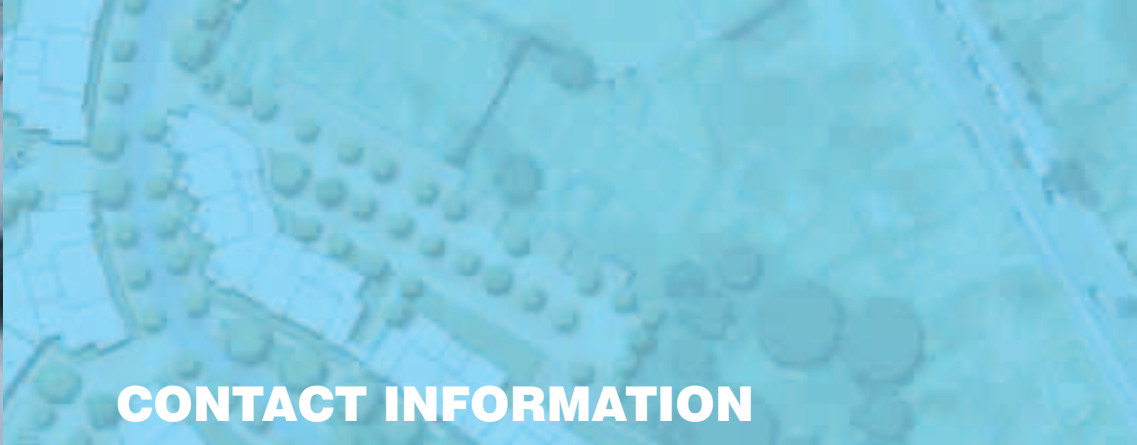
At the outset, we would expect the Forum to comprise residents (both tenants, leaseholders/freeholders), representatives from the Council, CCHA, local police and ward councillor(s), and as time progresses extend this as appropriate to include perhaps representatives from local businesses, schools, the health authority, local community groups etc. We would expect this Forum to oversee the progress of the regeneration works (receiving regular reports from the Project Manager), agree housing management plans and processes (including cleaning and grounds maintenance schedules) and identify community priorities in respect of community development and training and employment opportunities.



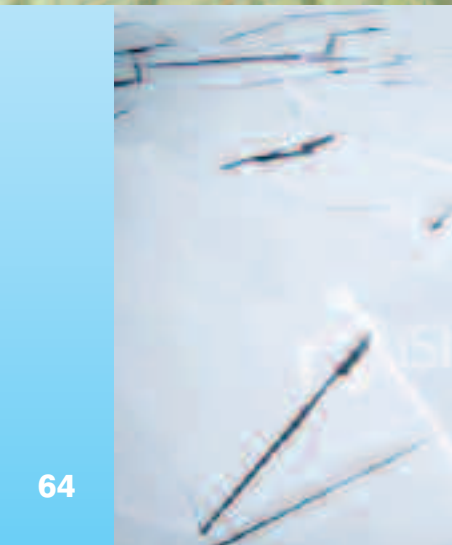
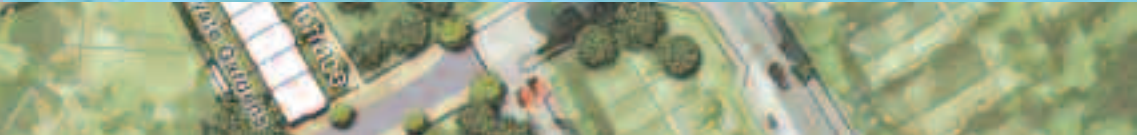
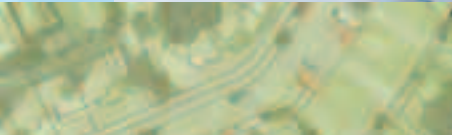
CCHA pays particular attention to ensuring that the views of traditionally hard to reach members of the community are sought in relation to service provision, regeneration proposals and policy reviews, and to this end will use a variety of means to engage with older people, young people, people with disabilities and those for whom English is not a first language.

CCHA also has a dedicated budget which allows residents to attend a range of internal and external training courses and conferences. CCHA does support residents who wish to take advantage of their Right to Manage and will therefore, provide advice and support to residents should they wish to explore the possibility of setting up a Tenant Management Organisation (TMO).

CCHA has funding available to help residents attend meetings (for transport and childcare) and to attend training courses and conferences



CONTACT INFORMATION



You can get more information about the proposed transfer from any of the following:

London Borough of Harrow

Alison Pegg
Housing Enabling Manager
LB Harrow
Civic 2, PO Box 65
Station Road
Harrow, Middx
HA1 2XG
Tel: 020 8424 1933
Email: Alison.pegg@harrow.gov.uk

Catalyst Communities Housing Association

Murray Crawford
Regeneration Manager
Catalyst Communities Housing Association
Ealing Gateway
26-30 Uxbridge Road
Ealing
London
W5 2AU
Tel: 020 8832 3224
Email: murray.crawford@chg.org.uk

First Call Independent Residents Advisor

Louis Blair or Mike Tilcock
Freephone 0800 5999419
Email millfarm@first-call-housing.com

Mill Farm Close website

www.millfarmclose.org.uk

GLOSSARY OF TERMS

A guide to some of the terms used in this offer document that you may not be familiar with

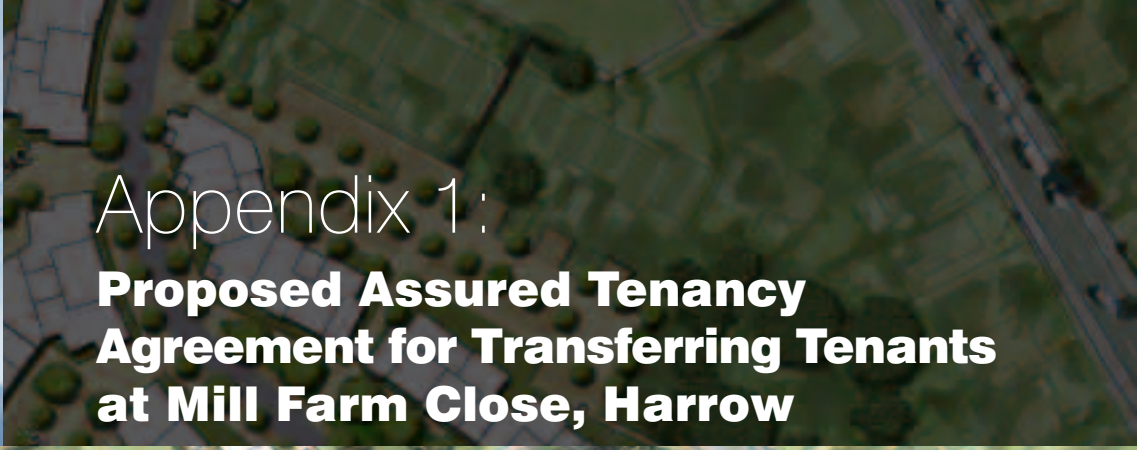
Term	Explanation
Assured Tenancy Agreement	The new agreement that you would get as a tenant of Catalyst Communities Housing Association. An example of the proposed new agreement is available in Appendix 1
Assured tenant	Tenants of housing associations are assured tenants, rather than secure tenants, under the Housing Act 1985 as amended by the Housing Act 1996
Catalyst Communities Housing Association	Catalyst Communities Housing Association, referred to as CCHA, is the proposed new landlord for the Mill Farm estate
Code for Sustainable Homes	This is a Government accreditation system for measuring the sustainability of new housing development
Cost Floor	This is the lowest price that the Council or CCHA could sell a property for under the Right to Buy or Preserved Right to Buy
Decent Homes Standard	A minimum standard set by the government to ensure all social housing is in good repair and condition
Disturbance payment	Payments made to residents to cover the reasonable costs and expenses of having to move home. They would be payable regardless of whether you move into a new home on the estate or move away.
Electoral Reform Ballot Services	An independent and experienced service that organises elections
First Call	The independent residents advisor appointed by the Council in consultation with residents to advise tenants and leaseholders on the transfer proposals, offer and process
Homeloss payment	Any secure tenant or leaseholder who has lived in their property for at least 12 months, who has to give up that property as part of the redevelopment, is entitled to a Homeloss payment. The amount is set by Government and reviewed annually. It is currently set at £4,700.



Term	Explanation
Homes and Communities Agency	The Government agency responsible for funding Registered Social Landlords
Housing Association	An independent not for profit organisation offering affordable homes to people in housing need. Also known as Registered Social Landlord.
Housing Management services	The range of services from your landlord including things such as rent collection, repairs, dealing with anti social behaviour, grounds maintenance
Lifetime Homes standard	Lifetime homes have design features that ensure the homes will be flexible enough to meet the existing and changing needs of most households whether with young children or frail older people.
Offer to tenants	This document which is the Council’s legal and binding offer document to tenants on its proposals for the estate.
Preserved Right to Buy	If transfer goes ahead tenants who are secure tenants on the estate who have the right to buy would have this right carried forward and this is known as the Preserved Right to Buy
Registered Social Landlord	An independent not for profit organisation registered with the TSA offering affordable homes at affordable rents to people in housing need. Also known as a housing association.
Right to Buy	The Government scheme that allows tenants to buy their homes at a discount price. There are strict rules about who can claim this and how much discount you can get.
Right to Manage	All Council tenants have the right to do this. It is a government scheme allowing tenants to take control of the day to day management of their homes. This can result in the setting up of a Tenant Management Organisation (TMO) whereby tenants are in direct control of the management of their homes.
RPI	Retail Price Index or the rate of inflation used to calculate annual rent increases etc
Secured by Design	A standard promoted by the Metropolitan Police to ensure new homes and estates are designed to minimise crime



Term	Explanation
Secure tenant	A tenant who has signed an agreement with the Council stating they are a permanent tenant.
Secretary of State	The government Minister who would give consent to the proposed transfer of the estate to CCHA.
Stage 1 Consultation	The legal name given to the period of formal consultation when the council as landlord ask you as tenants what you think of its proposal for the future of the estate
Stage 2 Consultation	The legal name given to the period where the Council notifies tenants whether it wishes to proceed further with its transfer proposals. The Council will issue a letter setting out any changes to the transfer proposals following feedback from tenants during the Stage 1 consultation. By law tenants have 28 days from the date of the issue of the letter to lodge objections with the Secretary of State at the Department for Communities and Local Government. The secret ballot normally takes place during this period although the ballot period could be less than 28 days.
Target rent	<p>The government has introduced a policy for rents which applies to all councils and housing associations. Under the policy, properties of a similar size in a similar area will have a similar 'target' rent regardless of whether the landlord is a local authority or housing association. The "target rent" is calculated for each social housing property based on a government formula. This formula takes account of:</p> <ul style="list-style-type: none"> • The market value of the property compared with the national average value of housing association and local authority properties • Local average earnings compared with national average earnings • The number of bedrooms the property has
Tenant Services Authority (TSA)	From the 1 December 2008 the TSA has taken over the regulatory powers of the Housing Corporation. They are responsible for monitoring the standard of services to tenants.
Wheelchair housing	Housing that is designed to be fully accessible and useable by households with one or more member permanently in a wheelchair



Appendix 1:

Proposed Assured Tenancy Agreement for Transferring Tenants at Mill Farm Close, Harrow

THIS TENANCY AGREEMENT IS BETWEEN:		
Name and address of Association	Catalyst Communities Housing Association (the Association) of Ealing Gateway, 26-30 Uxbridge Road, Ealing, London, W5 2AU which is registered with the Tenant Services Authority under Sections 1-6 of the Housing Act 1996.	
Name of Tenant	AND Enter Tenants(s) Full Names ("You") (in the case of joint Tenants, the term You applies to each of you and the names of all joint Tenants should be written above. Each of you individually has the full responsibility and rights set out in this Agreement)	
Address	In respect of Address 1 Address 2 Town or City County and/or Postcode ("the Premises")	
Description of Premises	which comprises Enter No of Bedrooms bedroom(s), in addition to: (List multiple options) kitchen/bathroom/WC/hall/central heating/integral garage and with/without use of garden which is exclusive/shared/communal.	
Number of Occupiers	The permitted number of occupiers is Enter No of Permitted Occupiers . The persons residing at this address are:	
Name	Relationship to Tenant	DOB
Tenants Name	Tenant	Date of Birth



THIS TENANCY AGREEMENT IS BETWEEN: *(continued)*

Date of start of Tenancy	The Tenancy begins on _____ and is NOT an assured shorthold tenancy within the meaning of Section 19A of the Housing Act 1988, but is an assured tenancy for an initial term of one week, continuing weekly thereafter until determined, the terms of which are set out in this agreement.
False Information	If it is later discovered that false information has been given to gain the tenancy then action will be taken to repossess the property under Schedule 2, Ground 17 of the Housing Act 1988.
Data Protection Act	The information held on this form will be treated as confidential and is covered by the Data Protection Act 1998 which the Association and Catalyst Housing Group complies with.
Charitable Status	The Premises that are the subject of this tenancy are held by an exempt charity.

1. GENERAL TERMS

It is agreed as follows:							
Payment for the Premises	<p>(1) The weekly payments for the Premises at the date of this Agreement shall be:</p> <table style="width: 100%; border: none;"> <tr> <td style="padding-left: 40px;">Net Rent</td> <td style="text-align: right;">£ 0.00</td> </tr> <tr> <td style="padding-left: 40px;">Service Charge</td> <td style="text-align: right;">£ 0.00</td> </tr> <tr> <td style="padding-left: 40px;">Total Rent & Service Charge Payable to the Association</td> <td style="text-align: right;">£ 0.00</td> </tr> </table> <p>In this Agreement the term “rent” refers to the sum of the net rent and service charge set out above or as varied from time to time in accordance with this Agreement.</p>	Net Rent	£ 0.00	Service Charge	£ 0.00	Total Rent & Service Charge Payable to the Association	£ 0.00
Net Rent	£ 0.00						
Service Charge	£ 0.00						
Total Rent & Service Charge Payable to the Association	£ 0.00						
	<p>(2) The payment of weekly rent is due in advance on the Monday of each week.</p> <p>[The Association will treat any rent or service charge arrears you owed to the London Borough of Harrow as arrears and will be able to claim these arrears from you.]</p>						



1. GENERAL TERMS *(continued)*

Changes in Rent – Rent Guarantee Period (3) (a) The rent guarantee period lasts from the start of this tenancy as set out on page [] until 31 March 20[] (the "Rent Guarantee Period".)

Changes to your rent during Rent Guarantee Period

(b) With effect from the first Monday in April 2010, we may increase the rent each year by giving you not less than one calendar month's notice in writing of the increase as required by Sections 13 and 14 Housing Act 1988.

The notice will specify the revised rent unless either we agree an alternative figure with you or you exercise your right to refer the notice to a Rent Assessment Committee to have a market rent decided. In the second case the maximum rent payable for one year after the date specified in the notice will be the rent decided by the Rent Assessment Committee.

The "Rent Assessment Committee" is an independent panel of people who decide on the rent payable.

Until 31 March 20[], the weekly rent you must pay will be increased on the first Monday in April in each year ("the rent variation day") by no more than the "maximum". The maximum is calculated by taking the rent on 31 March preceding the relevant rent variation day and increasing the rent by RPI +0.5% plus £2.

Changing your rent after the Rent Guarantee Period

(c) On and from the first Monday in April 20[], we may increase the rent once each year in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988. We will give you not less than one calendar month's notice in writing and the notice shall specify your new rent.

You must pay the full amount shown in the rent increase notice unless we agree an alternative figure with you or ask the Rent Assessment Committee to set a rent for you. The new rent will be the most we can charge for one year from the date specified in the notice, unless you and we agree otherwise.



1. GENERAL TERMS *(continued)*

Services & Service Charge

(4) (a) The rent includes a service charge for the following services which the Association shall provide in connection with the Premises. The service charge is fixed for a period of 12 months irrespective of the Association's costs of providing these services except as provided for in clause (b) below. These services are either listed below or contained in the attached schedule.

Services charged for:

Grounds maintenance

Landlord's lighting

(b) The Association may after consulting those affected, increase, add to, remove, reduce or vary the services provided.

The services will only be varied for good reason, such as the service no longer being needed on the estate, or difficulties in employing contractors, or health and safety problems or because of a change in the law. The Association will take reasonable account of your views before varying any service.

The Association may increase your service charge in the event that a new service is introduced on giving you at least one month's notice in writing, but not more than once in any 12 month period.

(c) Your service charge from the date of this agreement until 31st March 20[] will be the same as your service charge with Harrow Council immediately before the Association became your landlord.

From 1st Monday of April 20[] then on every 1st Monday of April after that the service charge for grounds maintenance and lighting for the Premises will be increased by RPI plus 0.5 per cent.

Altering the Agreement

(5) With the exception of any changes in rent or service charges, this agreement can only be altered by the agreement in writing of both the Association and you.



1. GENERAL TERMS *(continued)*

Use of Monies

(6) You agree that the Association can appropriate any monies received from you to pay any debt that you have with the Association which relates to the Tenancy and/or services provided and/or costs incurred in relation to breaches of the tenancy. The Association will act reasonably when appropriating any monies

Service of Notices

(7) a) Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that the address of the Association for the receipt of legal notices, and any other communication arising from this Agreement is Ealing Gateway, 26-30 Uxbridge Road, Ealing, London, W5 2AU

b) Any legal or other notice, or any other communication arising from this Agreement, shall be validly served on you if handed to you or if posted or delivered to the premises. Where there is a shared front entrance to the Premises delivery to the shared letterbox is sufficient.

It is your responsibility if absent for any length of time, to make arrangements for the collection or forwarding of mail.

Statutory Provisions

(8) All references in this Tenancy Agreement to statutory provisions (Acts of Parliament, regulations, legislation etc) include references to those provisions as amended, varied, replaced, or re-enacted from time to time.

2. THE ASSOCIATION'S OBLIGATIONS

The Association agrees:

Possession

(1) To give you possession of the Premises at the commencement of the Tenancy.

Tenant's right to occupy

(2) Not to interrupt or interfere with your right to peacefully occupy the Premises except where:

(i) access is required subject to reasonable notice (except in emergencies) to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property; or

(ii) the Tenancy has ended.



2. THE ASSOCIATION'S OBLIGATIONS *(continued)*

Repair of structure and Exterior

- (3) To keep in good repair, the structure and exterior of the Premises including:
- (i) drains, gutters and external pipes;
 - (ii) the roof, but not including any aerial or satellite equipment erected other than by the landlord;
 - (iii) outside walls, outside doors, windowsills, window catches, sash cords and window frames, door and window furniture, including necessary external painting and decorating;
 - (iv) internal walls, floors and ceilings, doors, door frames, door hinges, door furniture and skirting boards but not including internal painting and decoration, unless in sheltered accommodation;
 - (v) chimneys, chimney stacks and flues but not including sweeping;
 - (vi) pathways, steps or other means of access;
 - (vii) plasterwork;
 - (viii) integral garages and stores;
 - (ix) boundary walls and fences.

Repair and installations

- (4) To keep in good repair and proper working order any installations provided by the Association for space heating, water heating and sanitation and for the supply of water, gas and electricity, including:
- (i) basins, sinks, baths, showers, toilets, flushing systems and waste pipes;
 - (ii) electric wiring including sockets and switches, gas pipes and water pipes;
 - (iii) water heaters, fireplaces, fitted fires and central heating installations.

The Association cannot accept responsibility for those installations etc. belonging to you.



2. THE ASSOCIATION'S OBLIGATIONS

Repair of common parts

- (5) To take reasonable care to keep the common entrances, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by you and other occupiers and visitors to the Premises.

External decorations

- (6) To keep the exterior of the Premises and any common parts in a good state of decoration as required.

The Association is not responsible for any repair or replacement needed because of damage to or neglect of the Premises caused by you, anyone living with you or your visitors.

3. THE TENANT'S OBLIGATIONS

You agree:

Possession

- (1) To take possession of the Premises at the commencement of the Tenancy.

Not to part with possession of the Premises.

Not to sub-let the whole of the Premises at any time and to only sub-let part of the Premises with the Association's written consent (see clause 4(6) below).

Rent & other Payments

- (2) To pay the Rent and other charges weekly and in advance.

To pay other costs which apply to the Premises, including council tax, charges for water, gas and electricity, telephone, water & sewage, community alarm, cooker and fridge, supporting people services, CCTV, Garage, and any other costs for utilities which you have consumed, whether metered or billed.



3. THE TENANT'S OBLIGATIONS *(continued)*

Use of Premises

- (3) To use the Premises for residential purposes as your only or principal home.

Not to carry on any business from the Premises unless the Association first gives its written permission nor to carry on any business at the Premises that might cause a nuisance or annoyance to other persons in the locality.

Not to use or allow members of your household or visitors to use the Premises or any communal areas for any illegal, immoral or disorderly purpose.

Anti-Social Behaviour: General

- (4) Not to cause or allow members of your household or visitors to cause a nuisance or annoyance to other persons in the locality or to any Tenant, agent, employee or contractor of the Association or any company associated to the Catalyst Housing Group.

The following list (which is not exclusive) gives examples of nuisance, annoyance or disturbance: loud music; arguing and door slamming; dog barking and fouling; offensive drunkenness; selling drugs or drug abuse; rubbish dumping; playing ball games close to someone else's home; vacuuming and operating other domestic appliances at unsocial hours.

Anti-Social Behaviour: Racial and other harassment

- (5) Not to commit or allow members of your household or visitors to commit or threaten any form of harassment including on the grounds of race, colour, religion, sex, sexuality or disability which may interfere with the peace and comfort of, or cause offence to, other persons in the locality, or any Tenant, employee, agent or contractor of the Association or any company associated to the Catalyst Housing Group.

The following list (which is not exclusive) gives examples of harassment: racist or sexist behaviour or language; using or threatening to use violence; using abusive or insulting words or behaviour; damaging or threatening to damage another person's home or possessions; writing threatening, abusive or insulting letters or graffiti; doing anything that interferes with the peace, comfort or convenience of other people.



3. THE TENANT'S OBLIGATIONS *(continued)*

Anti-Social Behaviour: Violence/Assaults	(6) Not to use or allow members of your household or visitors to use threatening, violent, or aggressive language or behaviour, and not to permit animals to behave in a threatening, intimidating, violent or aggressive manner, towards other persons in the locality, or any Tenant, employee, agent or contractor of the Association or any company associated to the Catalyst Housing Group.
Anti-Social Behaviour: Domestic violence	(7) Not to do or cause to be done or threaten to do or cause to be done any act of violence against any other person living in the Premises.
Anti-Social Behaviour: Noise	(8) Not to create or allow to be created a level of noise that causes a nuisance or annoyance to other persons in the locality, at any time, or can be heard outside the Premises between the hours of 11.00 pm and 7.30 am.
Anti-Social Behaviour: Drugs & Offences	(9) Not to use or allow any member of your household or visitors to use, sell or supply illegal drugs in the Premises or in the locality of the Premises. Not to commit or allow any member of your household or visitors to commit a criminal offence in the Premises or in the locality of the Premises.
Good Neighbour Agreement (New Tenants Only)	(10) To sign and comply with the separate Good Neighbour Agreement which is attached.
Pets	(11) To seek and obtain written permission from CCHA for any pet/s unless Harrow Council previously gave permission. If a pet causes nuisance to another resident/s permission may be withdrawn and the tenant must remove it from the premises.
Internal decoration	(12) To keep the interior of the Premises in as good and clean condition as it was when let to you and to decorate all internal parts of the Premises as frequently as is necessary to keep them in good decorative order. At the end of the tenancy or upon a mutual exchange, the Premises must be left/returned in as good a state of repair and decoration as it was when let to you (fair wear and tear excepted)



3. THE TENANT'S OBLIGATIONS *(continued)*

Minor Repairs

(13) To carry out minor repairs to the Premises including (but not limited to) the following:

- adjusting doors to enable them to fit easily when carpet has been laid
- repairs to appliances, fixtures, fittings, extensions and additions that have been installed, with or without permission, by the Tenant or by a person who assigned the tenancy to the Tenant or by a person the Tenant succeeded the tenancy from, unless formally adopted by the Association
- replacing lost or damaged keys
- replacing damaged locks
- filling small plaster cracks
- repairing TV aerials or satellite dishes (unless communal) and any damage to property or neighbouring property caused by their installation
- replacing electric plugs and fuses
- replacing plugs and chains to sinks, washbasins and baths and tap washers
- cleaning smoke detectors and replacing batteries
- testing smoke detectors weekly
- repairing accidental damage to sanitary fittings.

Damage

(14) Not to cause or allow any person living with you or visiting you to cause damage to the Premises or any other property belonging to the Association including any fixtures or fittings or to any communal areas. If you or any member of your household or visitors do cause any damage you must promptly repair and make good such damage (fair wear and tear excepted) and you agree to pay any costs incurred by the Association carrying out such works in default.

Reporting disrepair

(15) To report to the Association promptly any disrepair or defect for which the Association is responsible in the Premises or common parts.



3. THE TENANT'S OBLIGATIONS *(continued)*

Access

(16) To allow the Association's officers, agents, contractors or representatives to enter and inspect the condition of the Premises, or to carry out any repairs or other works to the Premises, or any adjoining premises. Access will normally only be required during reasonable hours of the day and the Association will give you at least 24 hours' written notice unless an emergency occurs and immediate access is required.

This includes giving access to the Association's contractor or agents to undertake an annual inspection of gas appliances and pipes provided in the Premises in accordance with the requirements of the Gas Safety (Installation and Use) Regulations 1998.

Garden

(17) To maintain the garden, if any, in tidy condition and free from rubbish.

Common areas

(18) To keep common areas clean and free from obstacles, which may cause injury, nuisance or annoyance to others.

NOT TO SMOKE IN ANY ENCLOSED COMMUNAL AREAS

Communal Facilities

(19) To keep clean and tidy any facilities and/or equipment provided and ensure that your guests keep such facilities and/or equipment clean and tidy.

Not to damage or allow guests to damage such facilities or equipment.

Alterations & Improvements

(20) Not to make any improvements, alterations or additions to the Premises without first getting the written permission of the Association and all other necessary approvals (for example planning permission or building regulation approval).

The Association will not withhold permission unreasonably but may make some conditions to ensure the work is carried out to a satisfactory professional standard.



3. THE TENANT'S OBLIGATIONS *(continued)*

If you do not seek the Association's permission before starting the work or the work does not meet the conditions set, you may be in breach of this tenancy agreement and any work carried out may be removed or remedied by the Association and the costs charged to you.

These restrictions on making improvements /alterations include (but are not limited to):

- Installing laminate and wooden flooring
- putting up any structure in the garden of the Premises
- lopping, cutting down any tree or removing any hedge or boundary or making a vehicular access from the highway into the Premises;
- putting up any radio, television aerial or satellite dish on the outside of the building
- putting up any other external decorations to the Premises
- making any alterations to the Association's installations, fixtures and fittings
- installing or fixing any CCTV equipment to the walls or doors
- installing any bars or other metalwork or reinforcements to the doorways or windows
- installing extra electrical circuits
- carrying out any loft conversion work
- installing doors, windows or external gates.

To comply with the reasonable requirements of the Association in relation to any permission given to you to make improvements, alterations or additions to the Premises, including the standard of work to be carried out.



3. THE TENANT'S OBLIGATIONS *(continued)*

Assignment	(21) Not to assign the Tenancy except in furtherance of a court order or with the written consent of the Association when exercising the right to exchange set out in clause 4(11) below or assigning the Tenancy to someone that would have been qualified under clauses 4(4) or 4(5) below to succeed to the Tenancy had the Tenant died.
Overcrowding	(22) Not to allow more than the permitted number of occupiers to reside at the Premises (see the first page of this agreement).
Lodgers	(23) You may take in lodgers as long as you do not grant a sub-tenancy or exceed the number of people allowed to live in your home. .
Sub-letting	(24) Not to sub-let the whole of the Premises at any time and to only sub-let part of the Premises with the Association's written consent (see clause 4(6) below).
Parking of vehicles	(25) Not to park or cause to be parked any vehicle on the Premises or on any land belonging to the Association except in defined parking areas and only in the manner permitted or required by the Association in accordance with any regulations or by-laws, but not such as to cause nuisance or obstruction. Not to park any untaxed or derelict vehicle on the Premises or on any land belonging to the Association. Not to block any fire access points and keep them clear of vehicles at all times. The Association may remove vehicles belonging to you parked or left in breach of this Agreement from its owned land and recover the cost of doing so from you.
Repairs to vehicles	(26) Not to carry out any repairs on any car anywhere on the Premises or on any land belonging to the Association, except minor routine repairs, and not in any event to cause or allow any spillage of oil, petrol or other similar fluids.



3. THE TENANT'S OBLIGATIONS *(continued)*

Absence

(27) To inform the Association, in writing and if possible in advance, if you expect to be absent from the Premises for 30 days or more.

Ending the Tenancy

(28) To give the Association at least four weeks' notice in writing when you wish to end the Tenancy.

In the case of joint Tenants any one Tenant may give such notice which will terminate the tenancy for all parties.

Moving out

(29) To give the Association vacant possession and return the keys of the Premises at the end of the Tenancy and to leave the Premises and the Association's fixtures and fittings in good lettable condition and repair (fair wear and tear excepted). This includes the removal of all furniture, personal possessions rubbish. You will be charged in default if the Premises, fixtures and fittings are not left in good lettable condition and repair.

Goods Left in Premises

(30) If any goods belonging to you are left by you or remain in or about the Premises at the end of this Tenancy the goods shall be conclusively presumed to have been abandoned by you and the Association shall be immediately entitled to dispose of those goods either by sale, gift, destruction or as it otherwise sees fit without liability to you for the goods

- The Association will be entitled to charge you for any reasonable costs it incurs, in controlling, removing, storing or disposing of such goods
- The Association shall be entitled to use the proceeds of disposal (if any) of the goods towards settling any arrears of Rent or other monies that you owe to the Association. If there is any balance of proceeds of disposal after payment of any sums of money due from you to the Association such balance will be paid to you.

Estate Regulations

(31) To comply with all regulations made by the Association from time to time for the properties and/or estates let out or managed by the Association providing that such regulations shall have been notified to the Tenant in writing.



4. THE TENANT'S RIGHTS

You have the following rights:

Right to occupy

- (1) You have the right to occupy the Premises without interruption or interference from the Association for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to the Association's employees or contractors).

Tenure

- (2) You shall remain an assured Tenant so long as you occupy the Premises as your only or principal home. Whilst the Tenancy is assured the Association can only end the Tenancy by obtaining a court order for possession of the Premises on one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996). The full text is set out at Appendix 1. The Association will not use Grounds 1 to 6, 8 or 11.

Cessation of assured tenancy

- (3) If the Tenancy ceases to be an assured tenancy the Association may end the Tenancy by giving four weeks' notice in writing to you. The Tenancy may cease to be an assured tenancy if you stop occupying the Premises as your only or principal home.

Succession to Tenancy

- (4) (a) If you die, certain people (listed in paragraph 5 below) may succeed to this tenancy. We will normally only allow one succession.
- (b) If you were granted this tenancy on the transfer of your home from Harrow Council to us, we will not take account of any successions before the date of the transfer.
- (c) In certain circumstances, if the successor is not a spouse or civil partner and if the premises are larger than the needs of the successor or has been provided or adapted for an elderly or disabled person and the successor is not elderly or disabled, the successor will be offered suitable alternative accommodation.



4. THE TENANT'S RIGHTS *(continued)*

People entitled to succeed to this Tenancy

- (5) (a) If you are a joint tenant and you die then the tenancy may continue in the name of the remaining tenant.
- (b) If you are not a joint tenant and you die, the tenancy may pass to your wife, husband, civil partner or partner (this includes same sex couples) provided he or she lived with you in your home as their principal or only home at the time of your death.
- (c) If you are not a joint tenant and you do not have a wife, husband, civil partner or partner (this includes same sex couples) who lived with you in your home as their principal or only home immediately prior to your death, the tenancy may pass to a member of your family who lived with you in your home (as their principal or only home) for at least twelve months prior to your death.
- (d) If more than one member of your family has a right to the tenancy they should agree who will claim it. If they cannot agree, they should all make a claim to us in writing within 3 months of your death and we will decide to whom we will offer the tenancy. We will advise who the successful claimant was to everyone who makes such a claim.
- (e) If inheritance rules do not allow someone who qualifies under this section to take over this tenancy, we may use Ground 7 to end this tenancy agreement and grant that person a new tenancy of your home. If your home has been specially adapted and no one living in your home needs that adaptation or if your home would be larger than the person entitled to a new tenancy reasonably requires, we may offer them a tenancy of a more suitable home owned by us. The new tenancy will be on the same terms as this tenancy other than in relation to rent, service charge and succession



4. THE TENANT'S RIGHTS *(continued)*

Right to sub-let part	<p>(6) Subject to clauses 3(1), 3(2) 3(4), 3(5) 3(6), 3(7), 3(8), 3(19), 3(20), and 3(21) above, the Tenant may sub-let part of the Premises provided that the Tenant :</p> <ul style="list-style-type: none">• First obtains the written permission of the Association (which will not be unreasonably withheld) and• Does not grant a sub-tenancy of the whole of the Premises.
Compensation for improvements	<p>(7) At the end of the Tenancy the Association will provide compensation for the costs of qualifying improvements, depreciated over time, in accordance with the Tenants' Guarantee as laid down from time to time.</p>
Right to repair	<p>(8) You have the right to carry out repairs which are the Association's responsibility where you have reported the need for repair in writing and where the Association has, without good reason, failed to carry out the repair within 28 days of receiving such report. This right must be exercised in accordance with the regulations made under Section 96 of the Housing Act 1985; the Association will refund to you the agreed cost of repairs carried out in accordance with these Regulations.</p>
Right to consultation	<p>(9) The Association will consult you before making changes in matters of housing management or maintenance which are likely to have a substantial effect on you, and will normally allow not less than 4 weeks for consultation.</p>
Right to information	<p>(10) You have a right to information from the Association about the terms of your tenancy and about the Association's repairing obligations and its policy and procedures on Tenant consultation, housing allocation, transfers and its performance as a landlord.</p>



4. THE TENANT'S RIGHTS *(continued)*

Right to exchange

- (11) You have the right to assign this tenancy with another Tenant by way of an exchange with one other Tenant (a direct exchange) or by exchanges involving more than one other Tenant (an indirect exchange) provided that all of the following conditions are complied with:
- every Tenant taking part in the exchange is a Tenant of a registered social landlord (as defined in the Housing Act 1996) or a Local Authority or New Town or a Housing Trust which is a charity (as defined in Section 2 of the Housing Act 1996);
 - where required under their tenancy agreement every Tenant has the written permission of their landlord to the assignment of their tenancy to you or to another Tenant satisfying the conditions in the above clause;
 - if the Tenant that the Tenant wishes to assign this Tenancy to is not the person from whom the Tenant intends to receive a tenancy by way of exchange, that Tenant intends to assign their tenancy to another Tenant who satisfies the conditions in the above clauses;
 - the prior written permission of the Association is obtained (such permission will not be unreasonably withheld); and
 - any reasonable conditions attached to such permission relating to the payment of outstanding rent, the remedying of any breach or the performing of any obligation of the Tenancy have been complied with; and
 - the exchange will not result in either overcrowding or the Premises becoming under occupied.



4. THE TENANT'S RIGHTS *(continued)*

Preserved Right to Buy

(12) (a) If legislation allows, and if you had the Right to Buy your home immediately before entering into this tenancy agreement, you still have the right to buy your home under the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993 (as amended). If you die, the person who takes over the tenancy will also take over the right to buy.

(b) If you move to another property owned by us, you will continue to have the right to buy as long as that property is not excluded from the right (see below).

(c) You will not have the right to buy your home if you live in sheltered housing or if your home has been specially adapted by a disabled person. There are certain other situations where the right to buy would not apply. You can get more information on this from us.

Right to Acquire

(13) You have the Right to Acquire your home under the Housing Act 1996 unless you live in housing that is excluded by the legislation. A leaflet explaining how this Scheme works is available from us on request.

Complaints

(14) The Association has an established procedure for dealing with complaints raised by you on any matter arising from this Tenancy. Details of the scheme are included in the Tenant's handbook, and on the Association's web site. You will be notified of any changes to this procedure.

The Association believes that disputes are best resolved locally by the people involved. For that reason there is an expectation that the Association's complaints procedure will be used before considering any alternative methods of resolution. However if you consider an issue to be unresolved after progressing through the complaints procedure, you have the right to refer the matter to the Housing Ombudsman Service.



ASSURED TENANCY AGREEMENT

Signed on behalf of the Association _____

Signed by the Tenant(s) _____

Date: _____

If you feel that the Association has broken this Agreement or not performed any obligation contained in it, you should first complain to the Association in writing giving details of the breach or non-performance, in accordance with the Association's published complaints procedure. If the Association fails to deal with the complaint or, in your view, continues not to comply with the agreement you can obtain advice and information about your remedies at law from a local Citizens' Advice Bureau or law centre or from a solicitor. A complaint can also be made to the Housing Ombudsman Service, or the Tenant Services Authority.

The Association is subject to any guidance on housing management practice issued by the Tenant Services Authority with the approval of the Secretary of State and this Tenancy is one to which your Guarantee applies.

Good Neighbour Agreement

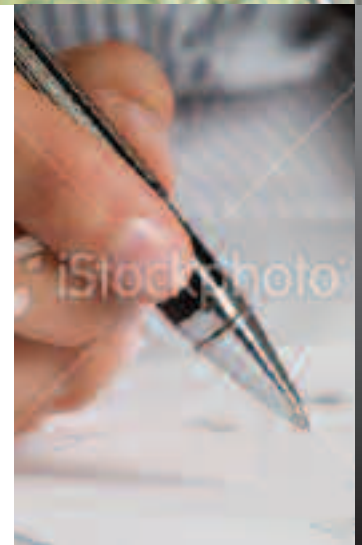
Anti-social behaviour causes distress for people who want to live peacefully in their homes and neighbourhoods. Catalyst Communities Housing Association is committed to dealing quickly and firmly with those who behave in a way which threatens the peace and security of local residents.


Being a Good Neighbour

The Association expects all its tenants to treat others living in their neighbourhood fairly, and in a way that they would like to be treated themselves. We believe that by being a good neighbour you will be helping us to stop nuisance and anti-social behaviour on our estates and in your local community.

About this agreement

As a Catalyst Communities Housing Association tenant, you must sign this agreement to show that you understand what 'anti-social' behaviour is, and that you will not behave badly towards your neighbours or others in the community. You will also be confirming that if you do so, you will be breaking the terms of the Tenancy Agreement which you signed with us, and in some cases, this can eventually lead to you being evicted from your home, or have other action taken against you.





Anti-social behaviour comes in many forms, from serious acts of violence, harassment or threats of violence directed to one person or others, to general nuisance

What is Anti-Social Behaviour?

Anti-social behaviour comes in many forms, from serious acts of violence, harassment or threats of violence directed to one person or others, to general nuisance. The following list contains a number of examples of types of behaviour which we consider 'anti-social', and as such, will not be tolerated.

- Aggressive and threatening language and behaviour;
- Actual violence against people and property;
- Hate behaviour against certain people or groups of people because they are perceived to be 'different', for example because of their race, colour, lifestyle or disability;
- Using or selling drugs or other illegal substances;
- Loud noise, especially late at night, for example by playing music loudly;
- Arguing and door slamming;
- Allowing pets to make excessive noise, or allowing them to foul in communal areas or be a danger to others;
- Offensive drunkenness;
- Vandalising property not owned by you, including graffiti;
- Playing ball games close to someone else's home;
- Dumping rubbish and litter in your gardens or in areas in which you live;
- Parking vehicles inconsiderately, abandoning vehicles, or keeping untaxed vehicles in the street;
- Carrying out domestic violence;
- Repeatedly vacuuming and operating other domestic appliances at unsocial hours;
- Being intolerant of other peoples' lifestyles;
- Being a general nuisance in the community;



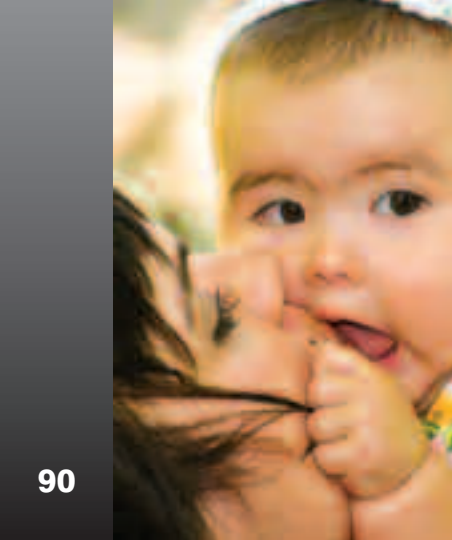
What can you do to be a good neighbour?

There are many things you can do to help prevent nuisance and anti-social behaviour. Some examples are listed below:

- Accept that everyone is different and be tolerant of the lifestyles of others.
- If you feel that someone is acting unreasonably, and you do not feel threatened, speak to them calmly first before making a complaint to Catalyst Communities Housing Association. It is likely that they did not even realise they were causing a nuisance.
- In cases of genuine nuisance and/or anti-social behaviour, you must contact Catalyst Communities Housing Association and tell us what the problem is so that we can sort it out quickly.
- Where you have made a complaint, work with Catalyst Communities Housing Association to sort the problem out. Keep to the actions agreed with Catalyst Communities Housing Association while they are investigating the complaint.

Full details of how to make a complaint are contained in our leaflet called "Anti-Social Behaviour". The leaflet is available from all Catalyst Communities Housing Association offices, from our website, or can be sent to you by calling 0208 832 3298 and requesting it.





Your agreement with Catalyst Communities Housing Association

Now that you understand what being a 'good neighbour' is, you must sign this agreement. If you have any more questions ask them now!

I/we agree that whilst I am a tenant of Catalyst Communities Housing Association, I will do everything I can to be 'a good neighbour', and will not behave in any way which may be considered 'anti-social'.

I/we understand that if any members of the household or visitors to my/our home are acting in a way that can be considered as being anti-social, Catalyst Communities Housing Association can take action for breach of tenancy agreement. I understand that this could eventually lead to legal action and/or the repossession of my/our home.

Signed:

Tenant 1 _____

Tenant 2 _____

Date: _____

Witnessed by: _____



GLOSSARY OF TERMS

Glossary of Terms

Term	Explanation
Assign	Legally transferring your property to someone else.
Common parts	Means any part of the building which all tenants share or can use, for example, paths, gates, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.
The Tenant Services Authority	A body appointed by the government to assist and monitor housing associations in the provision of low cost housing for people in need.
National Housing Federation	A central representative and negotiating body for housing associations, which provides advice and guidance on all aspects of housing association affairs.
Housing Ombudsman Service	An independent service dealing with complaints against landlords and agents and other housing disputes.
Permitted number of occupiers	The maximum number of people allowed to occupy the Premises, any more than this number will mean that it is statutorily overcrowded.
The premises	Means the property let to you under this agreement.
Rent Assessment Committee	A committee appointed by the government with legal powers to deal with appeals about rent.
Secure tenancy	This means that you were originally one of our residents before 15 January 1989 or have succeeded to a tenancy granted before this date. There is no limit on the length of your tenancy, as long as you do not break the terms of the tenancy agreement.
Assured tenancy	This means that your tenancy began on or after 15 January 1989. There is no time limit on the length of your tenancy, as long as you do not break the terms of the tenancy agreement.
Assured shorthold tenancy	A less secure form of tenancy than an assured or secure tenancy. This might be used for temporary or hostel accommodation, and in some cases as a temporary agreement, until a further assessment has been made.



Term	Explanation
Starter tenancy	A form of assured shorthold tenancy. We may give a starter tenancy to new residents. If after 12 months you have not broken the terms of the agreement starter tenancy we may grant you an Assured tenancy.
Services	Additional services that the Association provides such as gardening and cleaning of common parts.
Sub-tenancy	Giving another person the right to live in part or all of the property. Normally a sub-tenant will have exclusive possession of a part or the whole of the property and be paying you rent. Granting a sub-tenancy of the whole of the property is strictly forbidden.
Succession	Taking over the tenancy of the Premises from a person who has died.
Partner	A husband, wife or someone who lives with the tenant as husband or wife (including a same-sex partner).
Relatives	Parents, children, grandparents, brothers, sisters, uncles, aunts, nephews, nieces, step relatives and adopted children.
Written consent	A letter from the Association giving the Tenant permission to do certain things.
Exchange	To swap tenancies with another person.
Improvement	Any addition or alteration to the property.
Landlord's fixtures and fittings	All appliances in the property including installations for supplying or using gas
Lodger	A person who has been given permission to stay in the property with you but does not have exclusive possession of any part. A lodger may pay a licence fee but usually shares accommodation with the tenant.

Appendix :

Schedule 2 of the Housing Act 1998 (as amended)

Schedule 2 of the Housing Act 1998 (as amended) – Grounds for Possession of Dwelling-houses let on Assured Tenancies

Part I Grounds on which Court must Order Possession

Ground 7

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

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

Part II Grounds on which Court may Order Possession

Ground 9

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

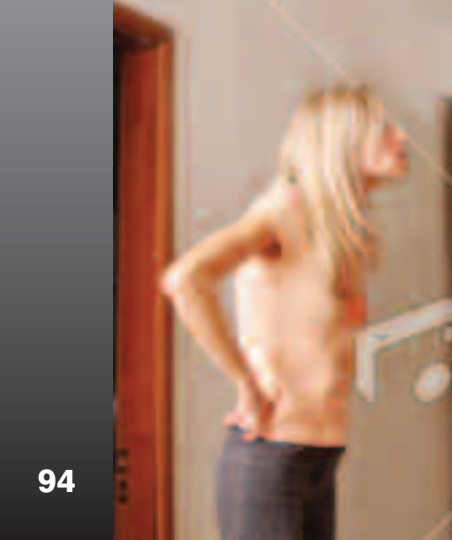
Ground 10

Some rent lawfully due from the tenant—

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

Ground 12

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



Ground 13

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

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

Ground 14

The tenant or a person residing in or visiting the dwelling-house—

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

Ground 14A

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

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



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

Ground 15

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

Ground 16

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

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

Ground 17

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

- (a) the tenant, or
- (b) a person acting at the tenant



