

D'Eynsford TMO C.I.C

The Right to Manage Schedules and Annexes

D'Eynsford TMOs Key Policies And Procedures In Relation To The Management of D'Eynsford Estate

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THE SCHEDULES

The Schedules are agreed between the local housing authority ("Southwark Council") and the Tenant Management Organisation (D'Eynsford TMO) and is in accordance with the statutory guidance given by the Secretary of State under regulation 18 of the Housing (Right to Manage) Regulations 2012

Chapter 1: Schedules

Schedule 1: Property included in the management agreement clause 2

1. List of dwellings included in this agreement, by postal address tenure and bed size

Block no	Block name	Road name	Owner	Property address	Bed size
1	BELHAM WALK	KIMPTON ROAD	Tenant	1 Belham Walk	1
2	BELHAM WALK	KIMPTON ROAD	Tenant	2 Belham Walk	1
3	BELHAM WALK	KIMPTON ROAD	Tenant	3 Belham Walk	1
4	BELHAM WALK	KIMPTON ROAD	Tenant	4 Belham Walk	1
5	BELHAM WALK	KIMPTON ROAD	Tenant	5 Belham Walk	1
6	BELHAM WALK	KIMPTON ROAD	Tenant	6 Belham Walk	1
7	BELHAM WALK	KIMPTON ROAD	Tenant	7 Belham Walk	1
8	BELHAM WALK	KIMPTON ROAD	Tenant	8 Belham Walk	1
9	BELHAM WALK	KIMPTON ROAD	Tenant	9 Belham Walk	1
10	BELHAM WALK	KIMPTON ROAD	Tenant	10 Belham Walk	1
11	BELHAM WALK	KIMPTON ROAD	Tenant	11 Belham Walk	1
12	BELHAM WALK	KIMPTON ROAD	Tenant	12 Belham Walk	1
13	BELHAM WALK	KIMPTON ROAD	Tenant	13 Belham Walk	1
14	BELHAM WALK	KIMPTON ROAD	Tenant	14 Belham Walk	1
15	BELHAM WALK	KIMPTON ROAD	Tenant	15 Belham Walk	1
16	BELHAM WALK	KIMPTON ROAD	Tenant	16 Belham Walk	1
17	BELHAM WALK	KIMPTON ROAD	Tenant	17 Belham Walk	1
18	BELHAM WALK	KIMPTON ROAD	Tenant	18 Belham Walk	1
19	BELHAM WALK	KIMPTON ROAD	Leaseholder	19 Belham Walk	1
20	BELHAM WALK	KIMPTON ROAD	Tenant	20 Belham Walk	1
21	BELHAM WALK	KIMPTON ROAD	Tenant	21 Belham Walk	1
22	BELHAM WALK	KIMPTON ROAD	Leaseholder	22 Belham Walk	1
23	BELHAM WALK	KIMPTON ROAD	Tenant	23 Belham Walk	1
24	BELHAM WALK	KIMPTON ROAD	Leaseholder	24 Belham Walk	1
25	BELHAM WALK	KIMPTON ROAD	Tenant	25 Belham Walk	1
26	BELHAM WALK	KIMPTON ROAD	Tenant	26 Belham Walk	1
27	BELHAM WALK	KIMPTON ROAD	Tenant	27 Belham Walk	1
28	BELHAM WALK	KIMPTON ROAD	Tenant	28 Belham Walk	1
29	BELHAM WALK	KIMPTON ROAD	Leaseholder	29 Belham Walk	1
30	BELHAM WALK	KIMPTON ROAD	Leaseholder	30 Belham Walk	1
31	BELHAM WALK	KIMPTON ROAD	Tenant	31 Belham Walk	1
32	BELHAM WALK	KIMPTON ROAD	Tenant	32 Belham Walk	3
33	BELHAM WALK	KIMPTON ROAD	Leaseholder	33 Belham Walk	3
34	BELHAM WALK	KIMPTON ROAD	Tenant	34 Belham Walk	3
35	BELHAM WALK	KIMPTON ROAD	Leaseholder	35 Belham Walk	3
36	BELHAM WALK	KIMPTON ROAD	Tenant	36 Belham Walk	1
37	BELHAM WALK	KIMPTON ROAD	Tenant	37 Belham Walk	1
38	BELHAM WALK	KIMPTON ROAD	Tenant	38 Belham Walk	3
39	BELHAM WALK	KIMPTON ROAD	Leaseholder	39 Belham Walk	3

Block n	Block name	Road name	Owner	Property address	Bed size
1	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	1 Don Phelan Close	2
2	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	2 Don Phelan Close	2
3	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	3 Don Phelan Close	1
4	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	4 Don Phelan Close	2
5	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	5 Don Phelan Close	2
6	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	6 Don Phelan Close	1
7	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	7 Don Phelan Close	2
8	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	8 Don Phelan Close	2
9	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	9 Don Phelan Close	2
10	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	10 Don Phelan Close	2
11	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	11 Don Phelan Close	1
12	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	12 Don Phelan Close	2
13	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	13 Don Phelan Close	2
14	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	14 Don Phelan Close	1
15	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	15 Don Phelan Close	2
16	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	16 Don Phelan Close	2
17	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	17 Don Phelan Close	2
18	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	18 Don Phelan Close	2
19	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	19 Don Phelan Close	1
20	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	20 Don Phelan Close	2
21	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	21 Don Phelan Close	2
22	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	22 Don Phelan Close	1
23	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	23 Don Phelan Close	2
24	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	24 Don Phelan Close	2
25	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	25 Don Phelan Close	2
26	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	26 Don Phelan Close	4
27	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	27 Don Phelan Close	4
28	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	28 Don Phelan Close	1
29	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	29 Don Phelan Close	1
30	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	30 Don Phelan Close	4
31	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	31 Don Phelan Close	4
32	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	32 Don Phelan Close	4
33	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	33 Don Phelan Close	4
34	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	34 Don Phelan Close	1
35	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	35 Don Phelan Close	1
36	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	36 Don Phelan Close	1
37	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	37 Don Phelan Close	4
38	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	38 Don Phelan Close	4
39	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	39 Don Phelan Close	4
40	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	40 Don Phelan Close	1
41	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	41 Don Phelan Close	1
42	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	42 Don Phelan Close	4
43	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	43 Don Phelan Close	4
44	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	44 Don Phelan Close	4
45	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	45 Don Phelan Close	4
46	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	46 Don Phelan Close	0
47	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	47 Don Phelan Close	1
48	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	48 Don Phelan Close	4
49	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	49 Don Phelan Close	4
50	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	50 Don Phelan Close	1
51	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	51 Don Phelan Close	1
52	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	52 Don Phelan Close	1
53	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	53 Don Phelan Close	1
54	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	54 Don Phelan Close	1
55	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	55 Don Phelan Close	1

Block no	Block name	Road name	Owner	Property address	Bed size
56	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	56 Don Phelan Close	1
57	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	57 Don Phelan Close	1
58	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	58 Don Phelan Close	1
59	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	59 Don Phelan Close	1
60	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	60 Don Phelan Close	1
61	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	61 Don Phelan Close	1
63	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	63 Don Phelan Close	1
64	DON PHELAN CLOSE	KIMPTON ROAD	Sheltered	64 Don Phelan Close	0
65	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	65 Don Phelan Close	1
66	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	66 Don Phelan Close	0
67	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	67 Don Phelan Close	1
68	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	68 Don Phelan Close	1
69	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	69 Don Phelan Close	1
70	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	70 Don Phelan Close	0
71	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	71 Don Phelan Close	0
72	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	72 Don Phelan Close	1
73	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	73 Don Phelan Close	0
74	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	74 Don Phelan Close	0
75	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	75 Don Phelan Close	0
76	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	76 Don Phelan Close	1
77	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	77 Don Phelan Close	1
78	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	78 Don Phelan Close	1
79	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	79 Don Phelan Close	1
80	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	80 Don Phelan Close	1
81	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	81 Don Phelan Close	1
82	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	82 Don Phelan Close	1
83	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	83 Don Phelan Close	1
84	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	84 Don Phelan Close	1
85	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	85 Don Phelan Close	1
86	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	86 Don Phelan Close	1
87	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	87 Don Phelan Close	1
88	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	88 Don Phelan Close	1
89	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	89 Don Phelan Close	1
90	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	90 Don Phelan Close	1
91	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	91 Don Phelan Close	1
92	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	92 Don Phelan Close	1
93	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	93 Don Phelan Close	1
94	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	94 Don Phelan Close	1
95	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	95 Don Phelan Close	1
96	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	96 Don Phelan Close	1
97	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	97 Don Phelan Close	1
98	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	98 Don Phelan Close	1
99	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	99 Don Phelan Close	1
100	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	100 Don Phelan Close	1
101	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	101 Don Phelan Close	1
102	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	102 Don Phelan Close	1
103	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	103 Don Phelan Close	1
104	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	104 Don Phelan Close	1
105	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	105 Don Phelan Close	1
106	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	106 Don Phelan Close	1
107	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	107 Don Phelan Close	1
108	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	108 Don Phelan Close	1
109	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	109 Don Phelan Close	1
110	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	110 Don Phelan Close	1

Block no	Block name	Road name	Owner	Property address	Bed size
111	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	111 Don Phelan Close	1
112	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	112 Don Phelan Close	1
113	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	113 Don Phelan Close	1
114	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	114 Don Phelan Close	1
115	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	115 Don Phelan Close	1
116	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	116 Don Phelan Close	1
117	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	117 Don Phelan Close	1
118	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	118 Don Phelan Close	1
119	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	119 Don Phelan Close	1
120	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	120 Don Phelan Close	1
121	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	121 Don Phelan Close	1
122	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	122 Don Phelan Close	1
123	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	123 Don Phelan Close	1
124	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	124 Don Phelan Close	1
125	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	125 Don Phelan Close	1
126	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	126 Don Phelan Close	1
127	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	127 Don Phelan Close	1
128	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	128 Don Phelan Close	2
129	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	129 Don Phelan Close	2
130	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	130 Don Phelan Close	2
131	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	131 Don Phelan Close	2
132	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	132 Don Phelan Close	2
133	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	133 Don Phelan Close	2
134	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	134 Don Phelan Close	2
135	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	135 Don Phelan Close	2
136	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	136 Don Phelan Close	2
137	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	137 Don Phelan Close	2
138	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	138 Don Phelan Close	2
139	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	139 Don Phelan Close	2
140	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	140 Don Phelan Close	2
141	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	141 Don Phelan Close	2
142	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	142 Don Phelan Close	2
143	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	143 Don Phelan Close	2
144	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	144 Don Phelan Close	2
145	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	145 Don Phelan Close	2
146	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	146 Don Phelan Close	2
147	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	147 Don Phelan Close	2
148	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	148 Don Phelan Close	2
149	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	149 Don Phelan Close	2
150	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	150 Don Phelan Close	2
151	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	151 Don Phelan Close	2
152	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	152 Don Phelan Close	2
153	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	153 Don Phelan Close	2
154	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	154 Don Phelan Close	2
155	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	155 Don Phelan Close	2
156	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	156 Don Phelan Close	2
157	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	157 Don Phelan Close	2
158	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	158 Don Phelan Close	2
159	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	159 Don Phelan Close	2
160	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	160 Don Phelan Close	2
161	DON PHELAN CLOSE	KIMPTON ROAD	Tenant	161 Don Phelan Close	2
162	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	162 Don Phelan Close	2
163	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	163 Don Phelan Close	2
164	DON PHELAN CLOSE	KIMPTON ROAD	Leaseholder	164 Don Phelan Close	2

Block no	Block name	Road name	Owner	Property address	Bed size
88	ELMINGTON ROAD	ELMINGTON ROAD	Tenant	88 Elmington Road	1
106	ELMINGTON ROAD	ELMINGTON ROAD	Tenant	106 Elmington Road	1
100	ELMINGTON ROAD	ELMINGTON ROAD	Tenant	100 Elmington Road	1
86	ELMINGTON ROAD	ELMINGTON ROAD	Tenant	86 Elmington Road	1
90	ELMINGTON ROAD	ELMINGTON ROAD	Leaseholder	90 Elmington Road	1
92	ELMINGTON ROAD	ELMINGTON ROAD	Tenant	92 Elmington Road	1
94	ELMINGTON ROAD	ELMINGTON ROAD	Leaseholder	94 Elmington Road	1
96	ELMINGTON ROAD	ELMINGTON ROAD	Tenant	96 Elmington Road	1
98	ELMINGTON ROAD	ELMINGTON ROAD	Leaseholder	98 Elmington Road	1
102	ELMINGTON ROAD	ELMINGTON ROAD	Tenant	102 Elmington Road	1
104	ELMINGTON ROAD	ELMINGTON ROAD	Tenant	104 Elmington Road	1
108	ELMINGTON ROAD	ELMINGTON ROAD	Tenant	108 Elmington Road	1
1	KIMPTON ROAD	KIMPTON ROAD	Tenant	1 Kimpton Road	2
3	KIMPTON ROAD	KIMPTON ROAD	Leaseholder	3 Kimpton Road	2
5	KIMPTON ROAD	KIMPTON ROAD	Leaseholder	5 Kimpton Road	2
7	KIMPTON ROAD	KIMPTON ROAD	Tenant	7 Kimpton Road	2
9	KIMPTON ROAD	KIMPTON ROAD	Leaseholder	9 Kimpton Road	2
11	KIMPTON ROAD	KIMPTON ROAD	TENANT	11 Kimpton Road	
13	KIMPTON ROAD	KIMPTON ROAD	Tenant	13 Kimpton Road	2
15	KIMPTON ROAD	KIMPTON ROAD	Tenant	15 Kimpton Road	2
17	KIMPTON ROAD	KIMPTON ROAD	Tenant	17 Kimpton Road	2
19	KIMPTON ROAD	KIMPTON ROAD	Tenant	19 Kimpton Road	2
21	KIMPTON ROAD	KIMPTON ROAD	Tenant	21 Kimpton Road	2
23	KIMPTON ROAD	KIMPTON ROAD	Leaseholder	23 Kimpton Road	2
25	KIMPTON ROAD	KIMPTON ROAD	Tenant	25 Kimpton Road	2
27	KIMPTON ROAD	KIMPTON ROAD	Tenant	27 Kimpton Road	0
29	KIMPTON ROAD	KIMPTON ROAD	Tenant	29 Kimpton Road	2
31	KIMPTON ROAD	KIMPTON ROAD	Tenant	31 Kimpton Road	0
33	KIMPTON ROAD	KIMPTON ROAD	Leaseholder	33 Kimpton Road	2
35	KIMPTON ROAD	KIMPTON ROAD	Leaseholder	35 Kimpton Road	0
1	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	1 Mary Datchelor Close	1
2	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	2 Mary Datchelor Close	1
3	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	3 Mary Datchelor Close	1
4	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	4 Mary Datchelor Close	1
5	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	5 Mary Datchelor Close	1
6	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	6 Mary Datchelor Close	1
8	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	8 Mary Datchelor Close	1
9	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	9 Mary Datchelor Close	1
10	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	10 Mary Datchelor Close	1
11	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	11 Mary Datchelor Close	1
12	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	12 Mary Datchelor Close	1
13	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	13 Mary Datchelor Close	1
14	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	14 Mary Datchelor Close	1
15	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	15 Mary Datchelor Close	1

Block no	Block name	Road name	Owner	Property address	Bed size
16	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	16 Mary Datchelor Close	1
17	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	17 Mary Datchelor Close	1
18	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	18 Mary Datchelor Close	1
19	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	19 Mary Datchelor Close	1
20	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	20 Mary Datchelor Close	1
21	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	21 Mary Datchelor Close	1
22	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	22 Mary Datchelor Close	1
23	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	23 Mary Datchelor Close	1
24	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	24 Mary Datchelor Close	1
25	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	25 Mary Datchelor Close	1
26	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	26 Mary Datchelor Close	1
27	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	27 Mary Datchelor Close	1
28	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	28 Mary Datchelor Close	1
29	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	29 Mary Datchelor Close	1
30	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	30 Mary Datchelor Close	1
31	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	31 Mary Datchelor Close	1
32	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	32 Mary Datchelor Close	1
33	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	33 Mary Datchelor Close	1
34	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	34 Mary Datchelor Close	1
35	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	35 Mary Datchelor Close	1
36	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	36 Mary Datchelor Close	1
37	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	37 Mary Datchelor Close	1
39	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	39 Mary Datchelor Close	1
40	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	40 Mary Datchelor Close	4
41	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	41 Mary Datchelor Close	4
42	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	42 Mary Datchelor Close	4
43	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	43 Mary Datchelor Close	4
44	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	44 Mary Datchelor Close	1
45	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	45 Mary Datchelor Close	4
46	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	46 Mary Datchelor Close	4
47	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	47 Mary Datchelor Close	4
48	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	48 Mary Datchelor Close	4
49	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	49 Mary Datchelor Close	1
50	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	50 Mary Datchelor Close	1
51	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	51 Mary Datchelor Close	4
52	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	52 Mary Datchelor Close	4
53	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	53 Mary Datchelor Close	4

Block no	Block name	Road name	Owner	Property address	Bed size
54	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	54 Mary Datchelor Close	4
55	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	55 Mary Datchelor Close	1
56	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	56 Mary Datchelor Close	1
57	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	57 Mary Datchelor Close	4
58	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	58 Mary Datchelor Close	4
59	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	59 Mary Datchelor Close	1
60	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	60 Mary Datchelor Close	1
61	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	61 Mary Datchelor Close	1
62	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	62 Mary Datchelor Close	1
63	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	63 Mary Datchelor Close	1
64	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	64 Mary Datchelor Close	1
65	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	65 Mary Datchelor Close	1
66	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	66 Mary Datchelor Close	1
67	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	67 Mary Datchelor Close	1
68	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	68 Mary Datchelor Close	1
69	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	69 Mary Datchelor Close	1
70	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	70 Mary Datchelor Close	1
71	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	71 Mary Datchelor Close	3
72	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	72 Mary Datchelor Close	3
73	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	73 Mary Datchelor Close	1
74	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	74 Mary Datchelor Close	1
75	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	75 Mary Datchelor Close	3
76	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	76 Mary Datchelor Close	3
77	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	77 Mary Datchelor Close	3
78	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	78 Mary Datchelor Close	3
79	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	79 Mary Datchelor Close	1
80	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	80 Mary Datchelor Close	1
81	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	81 Mary Datchelor Close	3
82	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	82 Mary Datchelor Close	3
83	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	83 Mary Datchelor Close	3
84	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	84 Mary Datchelor Close	3
85	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	85 Mary Datchelor Close	1
86	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	86 Mary Datchelor Close	3
87	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	87 Mary Datchelor Close	3
88	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	88 Mary Datchelor Close	1
89	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	89 Mary Datchelor Close	3
90	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	90 Mary Datchelor Close	3

Block No	Block name	Road name	Owner	Property address	Bed size
91	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	91 Mary Datchelor Close	1
92	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	92 Mary Datchelor Close	3
93	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	93 Mary Datchelor Close	3
94	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	94 Mary Datchelor Close	1
95	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	95 Mary Datchelor Close	1
96	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	96 Mary Datchelor Close	3
97	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	97 Mary Datchelor Close	3
98	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	98 Mary Datchelor Close	3
99	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	99 Mary Datchelor Close	3
100	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	100 Mary Datchelor Close	1
101	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	101 Mary Datchelor Close	1
102	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	102 Mary Datchelor Close	3
103	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	103 Mary Datchelor Close	3
104	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	104 Mary Datchelor Close	4
105	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	105 Mary Datchelor Close	4
106	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	106 Mary Datchelor Close	1
107	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	107 Mary Datchelor Close	1
108	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	108 Mary Datchelor Close	4
109	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	109 Mary Datchelor Close	4
110	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	110 Mary Datchelor Close	4
111	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	111 Mary Datchelor Close	4
112	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	112 Mary Datchelor Close	1
113	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	113 Mary Datchelor Close	1
114	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	114 Mary Datchelor Close	4
115	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	115 Mary Datchelor Close	4
116	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	116 Mary Datchelor Close	4
117	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	117 Mary Datchelor Close	4
118	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	118 Mary Datchelor Close	1
119	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	119 Mary Datchelor Close	1
120	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	120 Mary Datchelor Close	4
121	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	121 Mary Datchelor Close	4
122	MARY DATCHELOR CLOSE	VICARAGE GROVE	Leaseholder	122 Mary Datchelor Close	4
123	MARY DATCHELOR CLOSE	VICARAGE GROVE	Tenant	123 Mary Datchelor Close	4
1	KIMPTON COURT	KIMPTON ROAD	Tenant	1 Kimpton Court	0
2	KIMPTON COURT	KIMPTON ROAD	Tenant	2 Kimpton Court	0
3	KIMPTON COURT	KIMPTON ROAD	Leaseholder	3 Kimpton Court	2
4	KIMPTON COURT	KIMPTON ROAD	Tenant	4 Kimpton Court	2
5	KIMPTON COURT	KIMPTON ROAD	Tenant	5 Kimpton Court	0
6	KIMPTON COURT	KIMPTON ROAD	Leaseholder	6 Kimpton Court	1

Properties Managed By D'Eynsford TMO

Property List	No of Properties
1 to 39 Belham Walk	39
1 to 25 Don Phelan Close	25
26 to 49 Don Phelan Close	24
50 to 61 & 63 to 127 Don Phelan Close	77
128 to 164 Don Phelan Close	37
86 to 108 (E) Elmington Road	12
1 to 35 (O) Kimpton Road	18
1 to 5 Kimpton Court	6
1 to 37 Mary Datchelor Close	37
39 to 70 Mary Datchelor Close	32
71 to 91 Mary Datchelor Close	21
92 to 103 Mary Datchelor Close	12
104 to 124 Mary Datchelor Close	21
Total	361

D'Eynsford TMO	
Leasehold Properties	106
Tenant Properties	255
Total	361

D'Eynsford Estate Map



Chapter 1

Schedule 2:

D'Eynsford TMO Equal Opportunities Policy

The TMO wholeheartedly supports the principle of equal opportunities in all aspects of its operation, service delivery and employment, and opposes all forms of unlawful or unfair discrimination on the grounds of colour, race, nationality, ethnic or national origin, religious belief, age, gender, sexual orientation, marital status or disability. The TMO believes that it is in the best interests of the organisation that all individuals are treated fairly and equally and that no individual, being they employees, potential employees, members or residents, suffers direct or indirect discrimination.

Statutory Obligations

The Equality Act 2010 replaces the previous anti-discrimination laws with a single Act. In line with the Act we will actively work towards promoting good relations, eliminating discrimination in relation to the following groups:

- Disability
- Gender reassignment
- Pregnancy and maternity
- Race – including ethnic or national origins,
- Colour or nationality
- Religion or belief – including lack of belief
- Sex
- Sexual orientation

The TMO's equal opportunities policy and practice is also informed by the Commission for Racial Equalities Code of Practice in Rented Housing and other professional guidance relevant to its operation and activities

Objectives

The purpose of the equal opportunities policy is to enable the TMO to meet its aims:

- To deliver a fair and equal service to all residents living on the Property
- To reflect and respond to the social and cultural diversity of the community in its processes and activities
- To encourage the active participation of all individuals and groups living on the estates
- To ensure that residents have equal access to meetings and information concerning the operation and actions of the TMO
- To increase awareness of the TMO and its activities among all residents, particularly members of disadvantaged communities
- To ensure fair and equal treatment of all employees and potential employees, and that contractors conform to the TMO's equal opportunities requirements
- To ensure that no resident, member or employee of the TMO suffers discrimination

The TMO recognises that creating a community which is tolerant and understanding means actively challenging discrimination and taking positive action to encourage the active involvement of disadvantaged and minority groups in all aspects of its work.

In doing so it will have regard to the needs and aspirations of all those who face discrimination and disadvantage, including but not restricted to:

- people with mental or physical disabilities
- gay men and lesbians
- black and other ethnic minority tenants and residents
- religious groups
- people without formal qualifications
- people whose first language is not English
- women
- single parents
- people with responsibility for dependants
- people who are HIV positive
- ex-offenders
- people who do shift work/work nights
- the homeless
- people with mental health problems or a history of mental health problems
- people with other health problems
- young people
- old people
- the unemployed / those on low incomes

Procedures for ensuring that the Organisation is representative, democratic and accountable

All lawful residents over 18 years of age living on the estate, but not as private tenants are eligible to become members of the TMO attend general meetings and put their names forward for election to the Management Committee.

Upon joining the TMO, all new members will receive information about the ethos and rules of the organisation and the importance of ensuring equality of opportunity

The Management Committee of the TMO has the delegated responsibility to ensure the Equal Opportunities Policy and Procedures are implemented and monitored.

The Management Committee will review and monitor procedures for informing and involving new and existing members

The Secretary will make regular reports to the Management Committee on membership levels and participation.

Any significant change in the TMO's policy and procedures must be referred to a general meeting of the TMO's membership. This also needs to be approved by the Council

Procedures for promoting and encouraging equal access and active membership of the Organisation for all individuals and sections of the community.

The Secretary will ensure that all new residents are informed of the opportunity to become a member and participate in the TMO's affairs.

All new residents will be given a copy of the TMO's handbook.

The Secretary will ensure that all residents are informed and given the opportunity to participate in the TMO's ongoing training programme.

All members of the TMO and employees are expected to comply with the principles set out in this policy, the TMO's Code of Conduct and Code of Confidentiality. The Management Committee will ensure that no person or groups of persons are excluded from participating, either directly or indirectly. To this end, the Committee will regularly review its practices in respect of;

- the venues where meetings are held
- the times that meetings are held

To ensure that access is suitable for disabled people and to give all residents equal opportunities for participation. The Management Committee will also assess any special needs, such as childcare facilities, translations, escorts to and from meetings etc. that anyone may require in order to assist them in participating in the activities of the TMO

All residents of the estate may attend meetings of the Management Committee and General Meetings.

The provision of information about the TMO and its activities

Details of all General Meetings and events organised by the Organisation will be sent to all residents of the estate in a timely manner.

All residents will also be sent a copy of the TMO's Annual Report and the minutes of General Meetings.

All residents will be sent the regular newsletter informing them of the TMO's activities, including summaries of the main points from Management Committee meetings.

All the TMO's written communications with residents will be in plain English

Consultation and participation

The Management Committee is responsible for ensuring that all residents are informed of and consulted about the activities of the TMO and that residents' views are heard and taken into account.

It is the duty of the TMO Estate Manager to provide residents with assistance in obtaining any information they legitimately require about the TMO's activities. The Estate Manager also has a duty to advise the Management Committee where policies, procedures and practice require further consultation with residents.

A summary of all consultations will be sent to all residents or included in the newsletter.

The Management Committee will ensure that no person or group of persons is unlawfully prevented or restricted from participating in meetings, either directly or indirectly.

All those who attend and participate in any meeting or event organised by the TMO will be expected to conduct themselves in a way that respects the rights of all other persons, in particular, persons belonging to those groups identified above.

Composition of the Management Committee

The Secretary of the TMO is responsible for ensuring that the Annual General Meeting and nominations for election to the Management Committee are published according to the constitution, and suitably publicised.

All new Management Committee members must undergo a programme of induction training, which includes knowledge of the aims and objectives, policies and procedures of the TMO.

All Management Committee members have overall responsibility for ensuring that that the policies and procedures of the TMO are implemented in an equitable manner and that the special needs of disadvantaged groups are taken into account in the running of the TMO

The officers and Management Committee members of the TMO will liaise with other groups/ agencies/organisations to support the development and implementation of the TMO's equal opportunities policy and procedures.

The TMO will monitor the composition of the community and endeavour to ensure the committee represents the community in terms of residency, ethnicity and other significant sub groups

The TMO as a provider of services

The TMO provides housing and related services to the residents of the estate fairly and without discrimination, in accordance with the letter and spirit of the TMO's Equal opportunities Policy.

The Management Committee will conduct regular reviews of service provision to ensure compliance with the TMO's Equal Opportunities policy and will consider the equalities implications of all proposals for a significant change in service provision, policy and procedures.

The Management Committee is responsible for ensuring that all residents have access to appropriate information about the services provided by the TMO

Repairs and Maintenance

The TMO will take individual circumstances into account when considering whether or not any repair is urgent, and priority may be given to those households where occupants include young children, elderly, housebound or disabled people.

The circumstances of individuals will be taken into account in respect of recharging for repairs due to negligence or abuse, and in respect of providing repairs or redecoration which are normally the resident's responsibility. Any repair arising from racial harassment or related activity will be treated as an emergency.

All employees and contractors are required to conduct themselves in a respectful, polite, non-sexist, non-racist manner in their dealings with all residents and authorised occupants who are members of their households.

Office accessibility

The TMO will ensure that office opening times are published, residents notified of any changes and that an adequate out-of-hours service is available.

The TMO will take all reasonable steps to make the Office accessible to all residents.

Consultation and participation'

The TMO employs a range of methods (such as residents' survey, meetings, feedback forms, suggestion box, complaints monitoring) to receive feedback on the performance of the TMO and to assess levels of resident satisfaction with the services it provides.

The TMO will ensure that the views of a representative range of different household types are taken into account when new policies or procedures are being considered or re-designed.

The TMO will take active steps to involve 'hard to reach' groups in the running and activities of the TMO.

The TMO as an employer

Recruitment and appointment of staff

In accordance with Chapter 7 Annexe A of this Agreement, all vacant posts will be advertised.

A copy of the job description, person specification, equal opportunities policy, background information about the TMO and an application form will be sent to each applicant.

All applicants will be scored against pre-determined criteria and applicants with the highest score will be selected for interview.

Interview panels will consist of between 3-5 people appointed by the Management Committee. As far as possible, the panel will be representative of the TMO's membership, but may include people with specialist expertise.

No person related in any way to any applicant may be appointed to serve on the panel

Failure on the part of a panel member or applicant to disclose a known relationship constitutes grounds for dismissal of the offending applicant if appointed.

Access to Training

The TMO has a programme for the induction, on-going training and development for all staff.

All staff will be actively encouraged to participate in training for further career development.

Job descriptions and person specifications will not discriminate directly or indirectly against any individual or group of people.

Grievance and disciplinary proceedings

All contracts of employment include a copy of the TMO's grievance and disciplinary policy [see Chapter 7 Annex A] these proceedings will normally be conducted in the same manner as the Management Complaints Procedure [See Chapter 7 Schedule 4].

Contractors

The TMO will maintain a list of approved building contractors. The list will be reviewed annually to assess the performance of those included. This assessment will be based on the reliability of services provided, standard of work completed, costs, proper regard to current Health and Safety legislation, good practice, safe working and equal opportunities.

Equal opportunities considerations include the behaviour of contractors towards residents, staff and members. All contractors included on the approved list must have clear written policies in respect of both equal opportunities and health and safety at work available for inspection by the Organisation.

Breaches of the equal opportunities policy and procedures

Any breach or complaint concerning the TMO's equal opportunities policy or procedures will be dealt with through the TMO's Complaints Procedure.

Employees, officers or members may be subject to disciplinary action in respect of any proven breach of the TMO's equal opportunities policy or failure to take appropriate remedial action to address such a breach.

Monitoring and review of equal opportunities policies and procedures

The TMO will monitor its equal opportunities policy to ensure that:

- The Organisation's aims and objectives are being fulfilled
- Information is up-to-date

The following areas will be monitored:

- The standard of repair service provided to each household
- The standard of service provided generally to each household
- The representativeness of the membership of the TMO in relation to the resident body of the Property
- The representativeness of the Management Committee
- The needs of disadvantaged groups and the appropriateness of the TMO's policies and procedures
- The inclusion of contractors on approved list and compliance with equal opportunities.

Information will be collected in the following ways:

- Resident satisfaction slips
- Management complaints
- Residents' survey
- Regular reports to the Management Committee
- Regular updating of the household database.

For the purposes of monitoring compliance with the TMO's equal opportunities policy, the following information will be collected about each household and updated annually:

- Age
- Race/ethnic origin;
- Gender;
- Household type
- Physical disability
- Main languages spoken
- Special needs.

All reports to the Management Committee will comment on the implications for the TMO's equal opportunities policy. An Equal Opportunities monitoring report will be made to the TMO's Annual General Meeting. This report will identify issues and make recommendations.

Chapter 1

Schedule 3

Supervision Notice Policy and Procedure Clause 19

1. Definition of serious failing

- 1.1 In accordance with chapter 1, clause 19 the Council will seek to serve a Supervision Notice on the TMO in the event that there is a serious failing in the financial performance, management or organisation of the TMO.
- 1.2 Such action will not be taken by the Council unless an agreed Improvement Plan has not remedied the failing, and the service of a Breach Notice and Warning Notice have also not remedied the failing, or where the Council is satisfied that there are serious failings identified as a result of a Special Review carried out under the provisions of Chapter 8, Clause 7.8.
- 1.3 Areas of the TMOs performance which would be considered a serious failing include:
 - Failure to pay rent monies due to the Council within 14 days of receipt of an invoice on more than two occasions in a twelve month period;
 - Failure to allow the Council to carry out or an adverse annual review of its Equal Opportunities Policy and Procedures
 - Failure to hold an Annual General Meeting within 6 months of the end of the financial year;
 - Deregistration as an Industrial and Provident Society;
 - Failure to invite the Council's nominated member (where relevant) to meetings;
 - Failure to conduct a continuation ballot within 3 months of the date at which it falls due;
 - The TMO's rent collection rate falling below 90%;
 - Failure to operate within the TMO's Financial Procedures;
 - Failure to give the Council's monitoring officer a copy of the signed audited accounts (with no qualification, and with a copy of auditor's letter) within 6 months of the end of the TMO's financial year;
 - Failure to submit returns to the Financial Services Authority within the specified time;
 - Failure to draw up an annual budget;
 - Retention of a surplus deemed excessive in the light of the Property's known needs;
 - Failure to notify the Council of details of bank accounts and signatories;
 - Appointment of staff without going through an agreed recruitment process;
 - Where the TMO committee has ceased to operate in a lawful or meaningful way and has no immediate plans to remedy the situation quickly;
 - Where the TMO has mismanaged its housing management functions so that even most basic services are not being provided to tenants, and it has no immediate plans to remedy the situation (for example, where there is a significant increase in the level of complaints from tenants about services provided by the TMO);

- Where the TMO is taking decisions that are outside its powers and/or unlawful, and/or appears to be trading whilst insolvent;
- Where the TMO has consistently and over a long period of time failed to remedy problems which have been identified and agreed as needing action and as a result the service to tenants is being materially affected;
- An adverse annual external audit, an adverse internal audit report by the Council or TMO failure to produce audited accounts within the timeframe specified in the TMO's constitution;
- Serious performance failures identified as a result of the regular monitoring visits or meetings and through performance indicator information provided by the TMO to the council;
- Consistent, continuing TMO failure to provide agreed monitoring information, provide agenda sets or allow council representatives to attend committee meetings;
- Failure to allow the Council to carry out a review under the management agreement [Chapter 8 Clause 7].
- Failure to provide adequate insurance cover against all risks specified in the management agreement.

1.4 The information gained from any review meeting shall inform the content of the Supervision Notice

2. Service of Supervision Notice Procedure

2.1 Where the Council is satisfied that there are serious failings of the TMO, as described in 1) above, the Council may undertake a Special Review under the provisions of Chapter 8, clause 7. If the findings of this review confirm failings in the TMO's performance the Council may serve a Supervision Notice as detailed in Clause 3 of this schedule.

2.2 The Special Review may take place as part of an Improvement Plan as allowed under Chapter 1, clause 19.2. The Supervision Notice may be served if, in the view of the person conducting the Special Review, the failings are sufficiently serious as to override the requirement to serve a Breach Notice.

2.3 Where a Special Review has not taken place the TMO may request the Council to appoint an independent person to advise on the reasonableness of its intention to serve a Supervision Notice.

2.4 Where the TMO so requests the appointment of an independent person, such a person must be familiar with the work of TMOs and should be a member of one of the following groups

- National Federation of TMOs (NFTMO)
- Local Authority Co-operative Officers Group (LACOG)
- TSA approved development agency (Lead Advisors)

The appointed person must provide a report on the reasonableness of the service of the Supervision Notice within seven calendar days and the Council will meet the costs of the work undertaken. The report of the Independent person must comment on

- the reasonableness of the Notice
- the content of the Notice

- 2.5 Where there are recommendations on the content of the Notice, these should be
- clear
 - realistic
 - achievable within a reasonable time scale
 - have regard to the circumstances of the case

In the event of a dispute on the submitted costs, Communities and Local Government shall be asked to provide guidance.

- 2.6 The TMO's consent must be given to the independent person appointed and such consent shall not be unreasonably withheld.
- 2.7 Both the Council and the TMO will accept the recommendations of the independent person.
- 2.8 The service of the Supervision Notice must be approved by the Strategic Director of Housing and will be served on both the Chair and the Secretary of the TMO.

3. Supervision Notice Content

- 3.1 The Supervision Notice will include:
- A description of the serious problem or failing.
 - The date on which the Notice is to come into effect, specifying the period of the operation of the Notice (the initial period must not exceed 6 months but may be extended for an additional period not exceeding 3 months.
 - When that period expires it may be extended by a further additional period not exceeding 3 months.
 - A description of action already taken by the Council or the TMO to remedy the problem or failing.
 - Specific action, by the Council or the TMO, which is reasonably required to resolve the problem or remedy the failure.
 - The timetable for implementing the proposed action.
 - How progress will be monitored and reviewed.
 - How decisions on termination or extension of the Notice are to be determined and implemented.

- 3.2 Actions which may be specified in the Supervision Notice to remedy the serious failings are:
- Providing additional information, advice, training and help to the TMO.
 - Strengthening the TMO's monitoring arrangements.
 - Reviewing and strengthening the TMO's financial and reporting systems and procedures.
 - Providing time-limited additional management support to the TMO.
 - Strengthening the TMO Board.

This list is not exhaustive.

- 3.3 During the period of the Notice the TMO shall be able to continue its management functions under the management agreement under the direction of the Council.

4. Reviewing Progress and terminating the Supervision Notice

- 4.1 The progress of the specified action in the Supervision Notice will be monitored at monthly meetings between the Council and the TMO. The Council will be represented at these meetings by the Council's monitoring officer and Liaison Officer. Action agreed at these meetings will be given to named officers from both the Council and the TMO to implement.
- 4.2 Each meeting shall receive a jointly agreed report from the Council's monitoring officer and Liaison Officer, and the TMO Manager setting out the agreed targets, the work undertaken to date to achieve these targets, exception reports where targets have not been met and proposals for achieving future targets.
- 4.3 Where targets have not been met the Council must consider any change in circumstances and how realistic such targets are. The Council will then indicate the revised timescales, if any. It may also decide to extend the period of the Supervision Notice in accordance with clause 19.10.
- 4.4 Where, following a review meeting, the Council accepts that the failing has been remedied, the Council's monitoring officer shall write to the TMO Secretary within 7 days of the review meeting, serving a Supervision Termination Notice, in accordance with Clause 19.12. This notice will inform the TMO that the Supervision will come to an end on a specified date. If it is decided that the management agreement should be ended in accordance with Clause 20.2.6, the Council will give the TMO at least three months notice in writing that a Supervision Termination Notice is not to be served at the end of the initial period of the Supervision, or the first additional period.
- 4.5 At the end of each period of Supervision the Council shall provide a written update to all residents of the Property. This will include details of the standards to be achieved, the timescale for achieving them and progress towards achieving them. Any decision to terminate the Management Agreement must be communicated to all residents within 48 hours of the TMO being informed.

Annex A

The Companies Act 2006
Community Interest Company Limited by Guarantee

Articles of Association Of D'Eynsford Tenant Management Organisation C.I.C.

(CIC Limited by Guarantee, Schedule 1, Large Membership: Adapted for use
by a Tenant Management Organisation) 2

The Companies Act 2006
Community Interest Company Limited by Guarantee

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The Companies Act 2006
Articles of Association
Of
D'Eynsford Tenant Management Organisation C.I.C.

INTERPRETATION

1. Defined Terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at end of the Articles.

COMMUNITY INTEREST COMPANY AND ASSET LOCK

2. Community Interest Company

The Company is to be a community interest company.

3. Asset Lock

3.1 The Company shall not transfer any of its assets other than for full consideration.

3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:

(a) The transfer of assets with the consent of the Regulator to any asset-locked body; and

(b) The transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.

3.3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Memorandum and Articles of the Company.

4. Not for profit

The Company is not established or conducted for private gain: any surplus or assets are used only for the benefit of the community in the area of benefit. The income and property of the Company must be solely towards promoting the Objects and no part may be paid or transferred directly or indirectly by dividend bonus or profit to a Company Member; and a Director may not directly or indirectly receive any payment of money or benefit from the Company except as explicitly permitted in these Articles.

OBJECTS, POWERS AND LIMITATION OF LIABILITY

5. Objects

The objects of the Company are:

to be responsible for the management, maintenance and improvement of housing accommodation and any associated amenities and environment in the area of benefit

- to uphold the rights and interests of residents
- to provide facilities for recreation and to foster community spirit.

5.2 In furthering the objects the Company is committed to:

- promoting equal treatment of all, including working towards the elimination of all forms of discrimination
- developing the skills and capacity of residents
- operating sustainably by considering at all times the environmental, social and economic impact of the Company's decisions

6. Powers

The Company may do all such lawful things as may further the Company's objects and, in particular, but, without limitation, may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds.

BECOMING AND CEASING TO BE A MEMBER

7.0 Becoming a member

7.1 The subscribers to the Memorandum are the first members of the Company.

7.2 Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company.

7.3 No person shall be admitted as a member of the Company unless he or she is a tenant or lawful resident above the age of 16 in the area of benefit.

7.4 Every person who wishes to become a member shall deliver to the Company an application for membership in such form (and containing such information) as the Directors require and executed by him or her. Membership shall be free.

7.5 An application for membership must be approved if the applicant is a tenant or lawful resident in the area of benefit unless the applicant has previously been expelled in accordance with 28.2.3 below and the Directors have not agreed to re-admit the applicant.

8.0 Termination of membership

8.1 Membership is not transferable to anyone else.

8.2 Membership is terminated if:

8.2.1 the member dies or ceases to exist; 3

8.2.2 the member has ceased to be a resident (or non-resident leaseholder);

8.2.3 otherwise in accordance with the Articles; or

at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed resolving that the member be expelled on the ground that his or her continued membership is harmful to or is likely to become harmful to the interests of the Company. Such a resolution may not be passed unless the member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Directors. A member expelled by such a resolution will nevertheless remain liable to pay to the Company any sum owed by him or her.

9. Liability of members

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for:

9.1 payments of the Company's debts and liabilities contracted before he or she ceases to be a member;

9.2 payment of the costs, charges and expenses of winding up; and

9.3 adjustments of the rights of the contributories among themselves.

DIRECTORS

APPOINTMENT AND RETIREMENT OF DIRECTORS

10. Appointment and retirement of directors

10.1 The Company shall have a minimum of 6 and not more than 15 Directors.

10.2 Those persons notified to the Registrar of Companies as the first Directors of the Company shall be the first Directors.

10.3 Before the first Annual General Meeting, the Directors may appoint any Company members to be Directors.

10.4 Any Company member who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director by ordinary resolution at a general meeting.

10.5 Directors shall retire as follows:

(a) at the first Annual General Meeting all Directors shall retire; 4

(b) at the second and each subsequent Annual General Meeting the longest serving one third of Directors shall retire. If it is necessary to choose among Directors who have served an equal time since last appointed or re-appointed then the Directors concerned may agree among themselves which of them is to retire or shall draw lots to determine which of them will retire;

(c) any Director who retires may be re-appointed at the meeting at which that Director retires.

10.6 In any case where, as a result of death, the Company has no members and no Directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a member. For the purposes of this Article, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

11. Termination of Director's appointment

A person ceases to be a Director as soon as:

(a) that person has retired and has not been re-appointed at the meeting at which the retirement took effect;

(b) that person ceases to be a Director by virtue of any provision of the Companies Acts, or is prohibited from being a Director by law;

(b) a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(d) the Directors reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;

(e) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least six Directors will remain in office when such resignation has taken effect);

(f) the Director fails to attend or give their apologies for three consecutive meetings of the Directors, and the Directors resolve that the Director be removed for this reason; or

(g) at a general meeting of the Company, a resolution is passed that the Director be removed from office, provided the meeting has invited the views of the Director concerned and considered the matter in the light of such views. 5

DIRECTORS' POWERS AND RESPONSIBILITIES

12. Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

13. Members' reserve power

13.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specific action.

13.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

14. Officers

The Directors will appoint the Chair, Vice-Chair, Secretary and Treasurer as their officers for the company's meetings for such term of office as they determine and may at any time remove him or her from office.

15. Directors may delegate

15.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

15.1.1 to such person or committee;

15.1.2 by such means (including by power of attorney);

15.1.3 to such an extent;

15.1.4 in relation to such matters or territories; and

15.1.5 on such terms and conditions; as they think fit.

15.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

15.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

16. Committees

16.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

16.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them. 6

DECISION-MAKING BY DIRECTORS

17. Directors to take decisions collectively

Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 23.

18. Calling a Directors' meeting

18.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.

18.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:

18.2.1 all the Directors agree; or

18.2.2 urgent circumstances require shorter notice.

18.3 Notice of Directors' meetings must be given to each Director.

18.4 Every notice calling a Directors' meeting must specify:

18.4.1 the place, day and time of the meeting; and

18.4.2 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

18.5 Notice of Directors' meetings should be in Writing.

18.6 Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

19. Participation in Directors' meetings

19.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

19.1.1 the meeting has been called and takes place in accordance with the Articles; and

19.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

19.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

19.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is. 7

20. Quorum for Directors' meetings

20.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

20.2 The quorum for Directors' meetings is six.

20.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to call a general meeting so as to enable the members to appoint further Directors.

21. Chairing of Directors' meetings

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

22. Decision making at a meeting

22.1 Questions arising at a Directors' meeting shall be decided by a majority of votes.

22.2 In all proceedings of Directors each Director must not have more than one vote.

22.3 In case of an equality of votes, the Chair shall have a second or casting vote.

23. Decisions without a meeting

23.1 The Directors may take a unanimous decision without a Directors' meeting by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.

23.2 A decision which is made in accordance with Article 23.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

23.2.1 approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors;

23.2.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 23.2;

23.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;

23.2.4 the Recipient must prepare a minute of the decision in accordance with Article 47. 8

24. Conflicts of interest

24.1 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Directors

24.2 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.

24.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 19 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 21, he or she must:

24.3.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;

24.3.2 not be counted in the quorum for that part of the meeting; and

24.3.3 withdraw during the vote and have no vote on the matter.

24.4 When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

25. Directors' power to authorise a conflict of interest

25.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:

25.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 20.3;

25.1.2 in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;

25.1.3 the decision to authorise a Conflict of Interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorisation; and

25.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 25.1 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.

25.3 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with Article 25.1 (subject to any limits or conditions to which such approval was subject). 9

26. Register of Directors' interests

The Directors shall cause a register of Directors' interests to be kept. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

27. Directors not to receive remuneration

Directors are not to be remunerated and may receive no payment other than expenses in accordance with Article 26 or compensation in accordance with Article 50.

28. Directors' expenses

The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

- (a) meetings of Directors or committees of Directors;
 - (b) general meetings; or
 - (c) separate meetings of any class of members or of the holders of any debentures of the Company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

ORGANISATION OF GENERAL MEETINGS

29. General meetings

29.1 The Directors may call a general meeting at any time but there must be a minimum (including an Annual General Meeting) of three a year.

29.2 The Directors must call a general meeting if required to do so by the members under the Companies Acts.

29.3 The Directors shall call an Annual General Meeting not more than 12 months after the Company is first registered, and thereafter in each calendar year, not more than 6 months after the close of the company's financial year. The business transacted at an Annual General Meeting shall include:

- (a) a report from the Directors on the performance and prospects of the Company, its success in fulfilling its objectives in accordance with the wishes of residents, and proposals for the continuation of the Company's activities;
- (b) a review and presentation of the annual accounts and proposals for the use of any surplus funds;
- (c) elections of Directors
- (d) Appointment of an Auditor
- (e) proposal for the TMO to continue in line with any management agreement

30. Length of notice

All general meetings must be called by either:

30.1 at least 14 Clear Days' notice; or

30.2 shorter notice if it is so agreed by a majority of the members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the members.

31. Contents of notice

31.1 Every notice calling a general meeting must specify the place, day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted.

31.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.

31.3 In every notice calling a general meeting of the Company there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a general meeting.

32. Service of notice

Notice of general meetings must be given to every member, to the Directors and to the auditors of the Company.

33. Attendance and speaking at general meetings

33.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

33.2 A person is able to exercise the right to vote at a general meeting when:

33.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

33.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

33.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it. 11

33.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

33.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

34. Quorum for general meetings

34.1 No business (other than the appointment of the chair of the meeting) may be transacted at any general meeting unless a quorum is present.

34.2 Seventeen persons entitled to vote on the business to be transacted (each being a member, a proxy for a member or a duly Authorised Representative of a member), shall be a quorum.

34.3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

35. Chairing general meetings

35.1 The Chair (if any) or in his or her absence some other Director nominated by the Directors will preside as chair of every general meeting.

35.2 If neither the Chair nor such other Director nominated in accordance with Article 35.1 (if any) is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to chair the meeting and, if there is only one Director present and willing to act, he or she shall be chair of the meeting.

35.3 If no Director is willing to act as chair of the meeting, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present in person or by proxy and entitled to vote must choose one of their number to be chair of the meeting, save that a proxy holder who is not a member entitled to vote shall not be entitled to be appointed chair of the meeting.

36. Attendance and speaking by non-members

36.1 The chair of the meeting may permit other persons who are not members of the Company to attend and speak at a general meeting.

37. Adjournment

37.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

37.1.1 the meeting consents to an adjournment; or

37.1.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

37.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

37.3 When adjourning a general meeting, the chair of the meeting must:

37.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and

37.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

37.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven Clear Days' notice of it:

37.4.1 to the same persons to whom notice of the Company's general meetings is required to be given; and

37.4.2 containing the same information which such notice is required to contain.

37.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

38. Voting: general

38.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

38.2 A person who is not a member of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.

38.3 Article 38.2 shall not prevent a person who is a proxy for a member from voting at a general meeting of the Company.

39. Votes

39.1 On a vote on a resolution on a show of hands at a meeting every person present in person (whether a member or proxy of a member) and entitled to vote shall have one vote.

39.2 On a vote on a resolution on a poll at a meeting every member present in person or by proxy shall have one vote.

39.3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have. 13

39.4 No member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Company.

40. Poll votes

40.1 A poll on a resolution may be demanded:

40.1.1 in advance of the general meeting where it is to be put to the vote; or

40.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

40.2 A poll may be demanded by:

40.2.1 the chair of the meeting;

40.2.2 the Directors;

40.2.3 two or more persons having the right to vote on the resolution;

40.2.4 any person, who, by virtue of being appointed proxy for one or more members having the right to vote at the meeting, holds two or more votes; or
40.2.5 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
40.3 A demand for a poll may be withdrawn if:
40.3.1 the poll has not yet been taken; and
40.3.2 the chair of the meeting consents to the withdrawal.
40.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

41. Errors and disputes

41.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
41.2 Any such objection must be referred to the chair of the meeting whose decision is final.

42. Content of proxy notices

42.1 Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which:
(a) states the name and address of the member appointing the proxy;
(b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed; 14
(c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
(d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
42.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
42.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
42.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

43. Delivery of proxy notices

43.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
43.2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
43.3 A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

44. Amendments to resolutions

44.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
44.1.1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and

44.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

44.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if: 15

44.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

44.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

44.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

WRITTEN RESOLUTIONS

45. Written resolutions

45.1 Subject to Article 45.3, a written resolution of the Company passed in accordance with this Article 45 shall have effect as if passed by the Company in general meeting:

45.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.

45.1.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.

45.2 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.

45.3 A members' resolution under the Companies Acts removing a Director or an auditor before the expiration of his or her term of office may not be passed as a written resolution.

45.4 A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written notices shall be sent to the Company's auditors in accordance with the Companies Acts.

45.5 A member signifies their agreement to a proposed written resolution when the Company receives from him or her an authenticated Document identifying the resolution to which it relates and indicating his or her agreement to the resolution.

45.5.1 If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the member's signature.

45.5.2 If the Document is sent to the Company by Electronic Means, it is authenticated [if it bears the member's signature] or [if the identity of the member is confirmed in a manner agreed by the Directors] or [if it is accompanied by a statement of the identity of the member and the Company has no reason to doubt the truth of that statement] or [if it is from an email Address notified by 16 the member to the Company for the purposes of receiving Documents or information by Electronic Means].

45.6 A written resolution is passed when the required majority of eligible members have signified their agreement to it.

45.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

46. Means of communication to be used

46.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

46.2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.

46.3 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within an agreed time of their being sent, and for the agreed time to be less than 48 hours.

47. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

48. Minutes

48.1 The Directors must cause minutes to be made in books kept for the purpose:

48.1.1 of all appointments of officers made by the Directors;

48.1.2 of all resolutions of the Company and of the Directors; and

48.1.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the 17 proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.

48.2 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

49. Records and accounts

The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of:

49.1 annual reports;

49.2 annual returns; and

49.3 annual statements of account.

50. Indemnity

50.1 Subject to Article 50.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
- (b) any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and
- (c) any other liability incurred by that Director as an officer of the Company or an associated company.

50.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

50.3 In this Article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant Director" means any Director or former Director of the Company or an associated company.

51. Insurance

51.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss. 18

51.2 In this Article:

- (a) a "relevant Director" means any Director or former Director of the Company or an associated company;
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

52. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded. 19

SCHEDULE INTERPRETATION

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Term

“Address”

“Area of benefit”

“Articles”

“Authorised Representative”

“asset-locked body”

“bankruptcy”

“Chair”

“chair of the meeting”

“Circulation Date”

“Clear Days”

“community”

“Companies Acts”

Meaning

includes a number or address used for the purposes of sending or receiving Documents by Electronic Means;
1-164 Don Phelan Close, 1-124 Mary Datchelor Close, 1-39 Belham Walk, 1-35 (odd numbers) Kimpton Road, 1-6 Kimpton Court, 86-108 (even numbers) Elmington Road in the London Borough of Southwark (being the area outlined in black on the attached Plan)
the Company’s articles of association;
means any individual nominated by a Member Organisation to act as its representative at any meeting of the Company in accordance with Article 39;
means (i) a community interest company, a charity or a Permitted Industrial and Provident Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those;
includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
has the meaning given in Article 14;
has the meaning given in Article 35;
in relation to a written resolution, has the meaning given to it in the Companies Acts;
in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
is to be construed in accordance with Section 35(5) of the Company’s (Audit) Investigations and Community Enterprise) Act 2004;
means the Companies Acts (as defined in Section 2 of the

Chapter 2

Schedule 1

Functions and Performance Standards of the TMO and the Council in Respect of Repairs Clauses 1& 2

a) Responsive and Planned Maintenance Repairs

The TMO is responsible for repairs and for work on void properties excepting where repairs constitute **Major Works** and are in excess of £10,000, or are the responsibility of the Council as set out in chapter 2 clauses 1, 2, & 8. **See annex A.**

The Council is responsible for repairs and for work on void properties where those works cost in excess of £10,000, as set out in chapter 2 clauses 1, 2, & 8. **See Annex B**

The **TMO** shall also be responsible for any repairs to the structure of the **Property** which fall within the Council's repairing obligations where the anticipated cost of the repair, shown by the lowest of three quotations obtained by either the **TMO** or the Council in advance of the repair being ordered, is less than £1,000

b) Management of Repairs

a. Reporting repairs

- (i) For those repairs for which the TMO has responsibility listed in **Annex A** tenants will report repairs by; visiting the TMO Office during opening hours or by telephone. All repairs will be logged and a receipt provided.
- (ii) For those repairs for which the Council has responsibility listed above or in **Annex B** Tenants will report repairs by either contacting the TMO office (which will forward the request to the Council), or by visiting the One-Stop -Shop during opening hours or contacting the Council directly by telephone.
- (iii) For emergency repairs outside of office hours the tenant will contact the Council's emergency out of hours service by telephoning the Call Centre on 0800 952 4444. **The Council is responsible for all emergency out of hours services**
- (iv) Gas leaks to be reported to Transco

b. The priorities, time scales and standards for completing each category of repair.

(v) The TMO will try to provide a faster repair service to tenants;

- Over 60
- Recognised as disabled and covered by the Disability Discrimination Act 1995
- Who require works as a result of harassment or domestic violence

(vi) For those repairs for which the TMO has responsibility the following priorities will be set.

1. **Priority 1 Emergency** shall be completed within 24 hours. Repairs deemed to be an emergency are;

- Uncontrollable leaking from water or heating pipes, tank, cistern, or cylinder inside flats;
- A tap which is fully opened and cannot be turned off
- Total loss of cold water supply (except where due to water supply companies)
- Blocked toilet or where toilet cannot be used and is the only one in dwelling;
- Blocked sink, basin or bath tenant cannot clear;
- Total or partial loss of gas supply
- Total loss of electric power supply in a home, unless due to the actions of the power supply company.
- Live bare wires in an accessible position
- Checking electrics after water penetration in a home
- Total loss of heating and/or hot water between 31st October and 1st May (The engineer will call within 48 hours for periods after 1st May and before 31st October)
- Damage to flat door locks where this has caused a security risk
- Broken glazing where the damage constitutes a security risk.

2. **Priority 2 repairs** will be completed within one week and are

- Partial loss of cold water
- Controllable leaks from pipes, tanks and cisterns inside flats
- A tap which cannot be turned off or on;
- Partial loss of electric power
- Unsafe power or lighting socket or electrical fitting in home
- Extractor fan in kitchen or bathroom not working
- Partial loss of heating or hot water;
- Loose or detached banisters or hand rails in home
- Relaxing above the ground floor

3. **Priority 3 repairs** will be completed within one month and include all repairs for which the TMO has responsibility for as set out in **Annex A** and not listed above.

4. **Priority 4 repairs** are those not listed above which may be prioritised due to;

- A commitment to assist vulnerable residents in line with the TMOs equal opportunities policy Chapter 1 Schedule 2.
- Repairs arising from harassment, domestic violence or offensive graffiti

c. Planned Maintenance

The TMO will aim to minimise the need for reactive maintenance by having servicing contracts and planned maintenance programmes. TMO staff will draw up planned maintenance programmes each year. The TMO will review its service contracts on an annual basis.

The Council will arrange annually for gas regular servicing of gas appliances for tenants.

d. Re-servicing void properties.

The TMO will re-service all voids according to the procedure within the timescales currently used by the Council outlined below.

The TMO will carry out such repairs as are its responsibility in **Annex A** to this schedule. The Council will carry out such repairs as are its responsibility in **Annex B** to this schedule and where replacements are required.

The TMO will inform the Council where the repairs are the result of insured damage to the property and will reach agreement about who should carry out the works, having regard to whether repair or replacement of components is required and the responsibilities set out in **Annex A** and **Annex B** of this schedule.

Day 1

- If keys not received by 12.00 noon, to chase keys, extra week charged and lock changed
- Contractor to inspect and issue works order within 48 hours
- Contractor to cut extra set of keys
- Contact contractor for gas inspection
- Payment for property of £50.00 can be made to tenant if property is not left in good order and if:
 - 4 weeks notice is given (must be in writing)
 - All keys are returned on the date agreed
 - The property is left in a clean and tidy condition
 - The rent account is free from arrears
 - A forwarding address is provided.

Day 3

- Landlord's Gas Safety Record received
- Keys to contractor with void papers for commencement of works

Day 18(2 days before target date)

- Receiving keys on time
- Post inspection completed
- Make property ready so can be advertised by the Council

Day 20Releasing the property for offer:

- All keys back
- All paperwork in place
- Viewing letter to be sent to successful applicants

Day 21 Confirmation of offers:

Day 21 – 26 Accompanied viewings

In relation to void properties the TMO is responsible for the same range of repairs as defined in section 1 above and subject to the exclusions for renewals.

The TMO will arrange an inspection of the property as soon as it is notified that the tenant is vacating the property. This inspection will be carried out before the property is voided or no more than three days after the property is vacated by the outgoing tenant.

The inspection will identify all works which are required to be carried out to bring the property to a re-serviceable condition, who is responsible for carrying out the works and the order in which works are to be completed. A target date for completion of the works will be agreed and a provisional budget including any re-decoration allowance payments which are the responsibility of the TMO (decoration allowances may be offered to incoming tenants if it is Council policy to do so at the time and then only at a level similar to that provided by the Council). A copy of the inspection report will be retained by the TMO. The TMO will re-charge the Council for any Council responsibility works it is authorised to carry out by the Council. The terms of payment

for any such payments will be 28 days from the date when any invoice and required supporting information is provided.

Voids re-servicing work may include the following (this is a summary – see Annex A for further details):

- removal and storage of the previous tenant's goods
- repairs
- valeting and lock changes
- electrical test and provision of a test certificate
- gas pressure test and provision of a test certificate
- decoration of the interior

e. Upkeep of Communal Areas

In accordance with the responsibilities set out in Annex A to this schedule, the TMO is responsible for the repair and maintenance of communal areas of buildings

The TMO will inspect communal areas on a monthly basis and report repairs to the management committee

The TMO Manager will make regular reports to the Committee on the upkeep and repair of Communal Areas.

Resident's views on the upkeep and repair of Communal Areas will be obtained by a regular self-completion questionnaire/survey.

f. A Code of conduct for repair staff and contractors

TMO staff and contractors carrying out work on its behalf will be required to work to the Council's code of conduct and the conditions set out in Chapter one schedule 2 (equal opportunities) of this agreement.

TMO staff and contractors carrying out work on the estate will report to the estate office on arrival and before leaving on completion of works.

g. Compliance with health and safety requirements

1 Introduction

- The TMO will ensure it works within the Health and Safety at Work Act 1974 and that any contractors working for the TMO will provide the TMO with evidence of their own Company safety policies, methods of works, risk assessment, competence as appropriate.
- The TMO will also encourage contractors to adopt working practices in line with the council's Health and Safety policy.
- The TMO will comply with any reasonable direction from Southwark's Health and Safety Team.
- The Act places a duty on employers to ensure that the health, safety and welfare at work of all their employees is adequately safeguarded.
- They must provide and maintain safety equipment and safe systems at work.
- Employers must also ensure that materials are properly stored, handled, used and transported.
- The employee also has a number of specific responsibilities including taking care of their own health and safety and that of other persons.
- This is also a legal requirement under the HSWA 74. The employer must provide basic training to staff to enable them to do this.

2 Training

- The TMO should arrange basic health and safety training for all their staff. These must include care and responsibilities under the HASAWA 74.
- Where staff are involved in any form of lifting or carrying of objects manual handling training must be arranged.
- In the event of staff being deployed in the handling of poisonous substances and chemicals the TMO must also arrange for appropriate training to be delivered.
- Staff who use visual display computer equipment are also required to receive an individual assessment and appropriate adjustments made.
- The TMO will need to give consideration to the appointment of a first aider.
- The appointed person will be entitled to receive free training to enable them to fulfil this statutory responsibility.

3 Risk assessments

Risk assessments need to be carried out in the following circumstances:

- Assessments of each individual area of work activity.
- any specific changes to job descriptions, typically resulting from restructuring or alterations to work duties
- Lone working arrangements for risks during normal working hours
- Working anti-social hours e.g evening and weekends
- Correct usage of dangerous substances, pesticides and chemicals

4 Lone Working

There may be some unavoidable occasions when staff are left alone in the office. It is the TMO Manager's overall responsibility to monitor lone working and ensure that measures are in place to deal with such circumstances. Staff must be provided with a contact person in an event of an emergency, this will normally be the TMO Manager or his/her deputy. An example of an emergency situation is a fire or flood affecting the office premises, however, staff will be encouraged to use their discretion in such sensitive matters.

In the event of no Manager being available (due to annual leave sickness, etc) the emergency telephone numbers of nominated TMO committee members must be made available to all staff. This information should be easily accessible to all TMO employees and a copy posted on the staff notice board.

If the TMO Manager, or other member of the management team, are alone in the office they should contact a nominated committee member in the event of an emergency situation.

5 Handling of incidents

The range of potential incidents will include both the internal and external environment e.g. potential incidents whilst visiting an estate. This can affect both staff and the public for which the TMO has specific responsibility under the HASWA 74. The TMO should take account of the following potential risks when drafting risk assessments:-

- spillage of dangerous substances or chemicals to include pesticides
- bombs or threats of criminal damage or harm
- dangerous building or structures including asbestos and needle handling
- clarify reporting lines and key contacts

6 Reporting Incidents

Staff should report incidents (both verbal and physical) to their Line Manager as soon as possible. These should be recorded in the staff accident book in accordance with RIDDOR (Reporting of Diseases and Dangerous Occurrences Regulation 1995). This includes work related deaths, major injuries, work related illness (including stress) and dangerous occurrences. The Incident Contact Centre (ICC) can be contacted for advice and support on 0845 3009923.

The Manager should also arrange counselling (with the employees consent) depending on the nature of the incident.

Further information is available from the Health and Safety Executive website on <http://www.hse.gov.uk>

h. Compensation

Tenants will be able to claim compensation from the TMO in the following circumstances:

- If there has been any damage to their property due to the TMO's neglect;
- If the TMO's staff or contractors have failed to take reasonable care in respect of their possessions and decorations;
- Where the failure to remedy a defect within the TMO's prescribed time limit has caused hardship or additional cost to them.

Compensation claims should be sent in writing to the TMO's office stating the basis on which the claim is made and the nature and amount of any compensation sought, using the TMO's management complaint procedure. The TMO will acknowledge the claim in writing within five working days, stating:

- Whether or not it agrees the claim or
- Rejects the claim, giving reasons, or
- How and within what period the claim will be investigated.

If a tenant is dissatisfied with the TMO's response to the compensation claim, the tenant may request that the TMO's Board considers the claim itself or refers the claim to the Council's complaints procedure.

i. Arrangements for monitoring the repairs service

The TMO will use a variety of methods to measure the quality of its repairs service, including;

- Pre-inspections and post-inspections
- Tenant Satisfaction – With all repairs, contractors will be required to return a “Job Satisfaction” slip signed by the resident before payment can be made.

Tenants will be asked to complete a satisfaction slip on the completion of each repair. The satisfaction slip will provide tenants with the opportunity to comment on the speed and quality of the service.

The TMO will undertake a periodic self-completion questionnaire of all tenants to measure tenant satisfaction with the range of services provided by the TMO and the Council, and tenants’ views about how services might be improved.

Regular monitoring reports will be made to the management committee. This will include the following;

- Number and type of jobs prioritised within each response category
- Number and type of jobs not being completed within response category
- Expenditure in relation to budget
- Quality of repair work undertaken
- Level of tenant satisfaction with work, including details of complaints and compensation claims
- Recommendations for improving the economy, efficiency and effectiveness of the service.

Chapter 2

Schedule 1

Annex A

DTMO's Repair Responsibilities

DTMO is responsible for the following repairs and for work on void properties except where the work constitutes Major Works or is the responsibility of the Council (in accordance with Annex B and Chapter 2 Clause 1 & 2).

The TMO is not responsible for the fabric of buildings on the estate. The TMO is not responsible for the repair of footpaths, pavements, non-adopted roads and all other outside hard standing areas. The TMO is responsible for repairs to communal areas of buildings or for repairs to communal areas of the estate as set out below—

1 Repairs responsibilities for dwellings managed by the TMO and let on periodic tenancies:

Plumbing and heating systems:

- cold water systems beyond the main stopcock in each dwelling including pipes, valves, stopcocks, overflows, cold water storage tanks and insulation of these systems
- the Council's plumbed fittings including baths, sinks, basins, WC suites, taps and waste pipes where they are Council issue or put in by a previous tenant
- the electrical services from the electricity board's meter including internal wiring, conduits, socket outlets, switches, light fittings and ventilation systems supplied by the Council

Internal fittings and fixtures, including:

- window sills and window ironmongery
- internal doors and door ironmongery
- cupboards and kitchen units
- architraves and skirting
- staircases and balustrades
- internal non load bearing partitions and internal surfaces of internal load bearing and external walls including their plastered finishes
- re-glazing of broken windows to dwellings which breakages are not due to damage or neglect by the tenant
- redecorating of void dwellings if required for re-letting
- refurbishment of voids up to £10,000 per dwelling

2. The TMO's repair responsibilities for homes let on periodic secure tenancies or fixed term secure tenancies and flats sold on long leases (where such repairs are in the lease)

- external windows, window frames, doors, door frames, ironmongery, window fittings, soffits and bargeboards
- the rainwater system including gutters, down pipes/ external stacks and fixings.
- the vertical soil sacks and vent pipes above ground level
- *the common parts of the buildings in the **PROPERTY** including:*
- staircases and landings and repair of steps outside blocks
- doors, windows and their ironmongery and glazing
- refuse chutes and chambers
- floor finishes
- internal non load bearing partitions and internal surfaces of external walls including their plastered finishes
- store, sheds and community facilities and its management office
- Maintenance, repair and replacement of notice boards and estate signs
- All fencing including perimeter fencing
- Repair and maintenance of all lamp posts on the estate

Chapter 2

Schedule 1

Annex B

Council's Repair Responsibilities

All works to be carried out in accordance with the Tenancy Agreement and the Council's policies and procedures

Categories of repairs that are the responsibility of the Council:

The Council is responsible for all categories of repairs which are not the TMO's responsibility, as defined in Annex A.

Repair responsibilities for dwellings managed by the TMO let on periodic tenancies or sold on long leases including;

- the external structures of buildings, including brickwork, pointing, lintels, the external walls and their openings and all load bearing, party and structural walls and floor structural stability
- the roof structure and roof covering and roof ladders
- the surface water and foul sewers including gullies, access chambers and their covers
- the water mains from the supply pipe to the stop taps in each dwelling cold water tanks
- hot water systems and heating including boilers, radiators, pipe work, hot water storage tanks, pumps, feed and expansion tanks, insulation and annual servicing of these systems
- gas mains from the main supply pipe to the meter in each dwelling
- The gas supply pipe work from the meter to any appliance and any gas fittings or appliances supplied by the Council and annual servicing of these fixtures and fittings
- electrical supplies to electricity board meter
- Maintenance and repair of external lighting other than changing of bulbs as stated in Schedule 6 annex A
- floors, including joists and floorboards
- asbestos lead piping removal , asbestos survey and removals
- foot paths, pavements, roads and hard standing areas including parking areas, not adopted for maintenance by the Council under its statutory powers as Highway Authority
- Roof mounted extractor fans and servicing ventilation in flats
- Retaining walls at the base of grassed slopes
- External/internal soil stacks for blocks of flats
- Security and fire-fighting or protection systems
- Aerials and associated wires
- All drainage, sewerage, gas, electricity and any other utility services located below ground level
- Lift including motors, hoists, cables, door shaft and associated plants or machinery if any
- Lightning Conductors
- Dry Risers & Testing
- Door Entry system
- any other area not explicitly delegated in Annex A

Chapter 2 Schedule 2

Consultation on Major Works

Clause 6 Option A

Procedure for Consultation on Major Works

All major works with the exception of external decoration will be the responsibility of the Council. **All works costing above £10,000 will be considered as major works.**

Statutory Consultation with secure tenants

- The Council will consult with the TMO as soon as it is aware that major works will be undertaken on properties contained within Chapter One Schedule One.
- Notwithstanding statutory obligations set out below with regards to lessees, the Council will meet with a Project Group elected from the TMO to discuss development and implementation of the scheme.
- The Project Group may contain members who are not members of the TMO, for example local councillors, co-opted advisors and TMO employees.
- The Project Group will ensure a report is made to every TMO management committee meeting during the life of the works.

The Project Group will participate in and contribute to the development of policy and strategy in regards to;

- The pre-planning of the works.
- Resident consultation.
- The specification and selection of contractors.
- Monitoring of work in progress.

Statutory Leaseholder Consultation

There are strict guidelines that Southwark Council must abide by when consulting lessees about major works. These guidelines are set out in Section 20 of the Landlord and Tenant Act 1985 (as amended). Section 151 of the Commonhold and Leasehold Reform Act 2002 introduces amendments to the consultation process.

The Three-Stage Consultation Process

Stage 1

Southwark Council is required to consult with lessees where it plans to carry out works that would cost individual leaseholders more than £250 each.

The Council is required to provide a notice of the proposed works to a Recognised Tenants Associations (RTA), if one exists, and to all leaseholders involved. The notice must describe the works to be carried out. Alternatively, leaseholders must be informed where and when they can inspect the documents describing the proposed works. Leaseholders are allowed to take copies of the notice, free of charge.

Lessees have 30 days to make observations on the proposed works and the Council must consider any observations made.

In addition, the Council may be required to invite all leaseholders involved in the works to nominate a contractor. If the lessees exercise this right the Council must ask the contractor who received the highest number of nominations to provide an estimate. Lessees are not permitted to nominate a contractor if the works are to be advertised in the Official Journal of the European Union.

Stage 2

Southwark Council is required to provide lessees with at least two estimates for the works, one of which must be from a contractor wholly unconnected to the Council. Where a nominated contractor provides an estimate this must be included as one of the minimum of two estimates.

The Council must give the estimate to the RTA, (TRA) if one exists, and to all lessees involved. Alternatively, lessees must be told where the estimates can be inspected. If the documents are unavailable for inspection then the leaseholders are entitled to receive copies free of charge.

The second stage Section 20 Notice must contain the following information:

- Details of the estimates received.
- An invitation to lessees to comment on the estimates.
- The name and address of the person to whom those observations may be sent.
- The date when those observations must be received, which must be at least 30 days from the date the Notice is served.
- A copy of the estimates received, or information on where the estimates may be inspected.

Stage 3

Once the Council has formally awarded the contract, it may have to write to the RTA,(TRA) if one exists, and to all of the lessees involved, informing them which contractor the work has been awarded to and the reasons why. The Council must also provide details of all the observations received and their response to them.

This is not necessary in cases where the contract has been awarded to a nominated contractor or the contractor who supplied the lowest estimate.

Handover of Works

When the Council has received a certificate of completion of works there will be a joint inspection with the Council's consultant and a nominee of the Project Group. A list of any defects and snagging will be made at this time and will be the responsibility of the Council. The TMO will assist the Council by reporting any defects during the ensuing defects period.

Chapter 2
Schedule 3

**Procedures and Performance Standards for Entering into and
Supervising Major Works** **Clause 6 Option A**

Schedule not required

Chapter 2

Schedule 4:

The TMOs Major Works Functions

Clause 6 Option A

The TMO responsibility for major works denotes only to the cyclical decoration programme for the estate.

DTMO shall set up a major Works Joint Account with the Council, If the Council prefers this (the Major Works Fund) which shall:

- a) be shown separately on the TMO's balance sheet at the end of each financial year
- and**
- b) indicate, as a charge in each years account, the amount set aside to meet the expected costs of fulfilling the Major Works responsibilities delegated to the TMO.
 - c) All withdrawals from this accounts will require two signatories, of which one must be from the Council

If the Council requires, DTMO shall operate a separate bank account for the purposes of conducting Major Works in the context of cyclical decorations The account will be operated and managed in accordance with the delegated authority protocols described within the financial procedures outlined in Chapter 5 Schedule 2. All withdrawals from the Major Works account must be approved by the Council.

Chapter 2

Schedule 5

Procedure for Repairs Arising from Events Covered by the Council's Building Insurance

Clause 9

Summary of the Council's Buildings Insurance Policy

Dwellings let on a secure tenancy are insured for the following risks. For these risks there is an excess of £100,000.

- Fire
- Lightning
- Explosion
- Aircraft
- Riot Damage

Dwellings let on a long lease are insured for a comprehensive range of perils (including accidental damage) with an excess of £1,000 (limited to £2,500 in total for a building comprising more than one housing unit) applies to each incident of loss or damage.

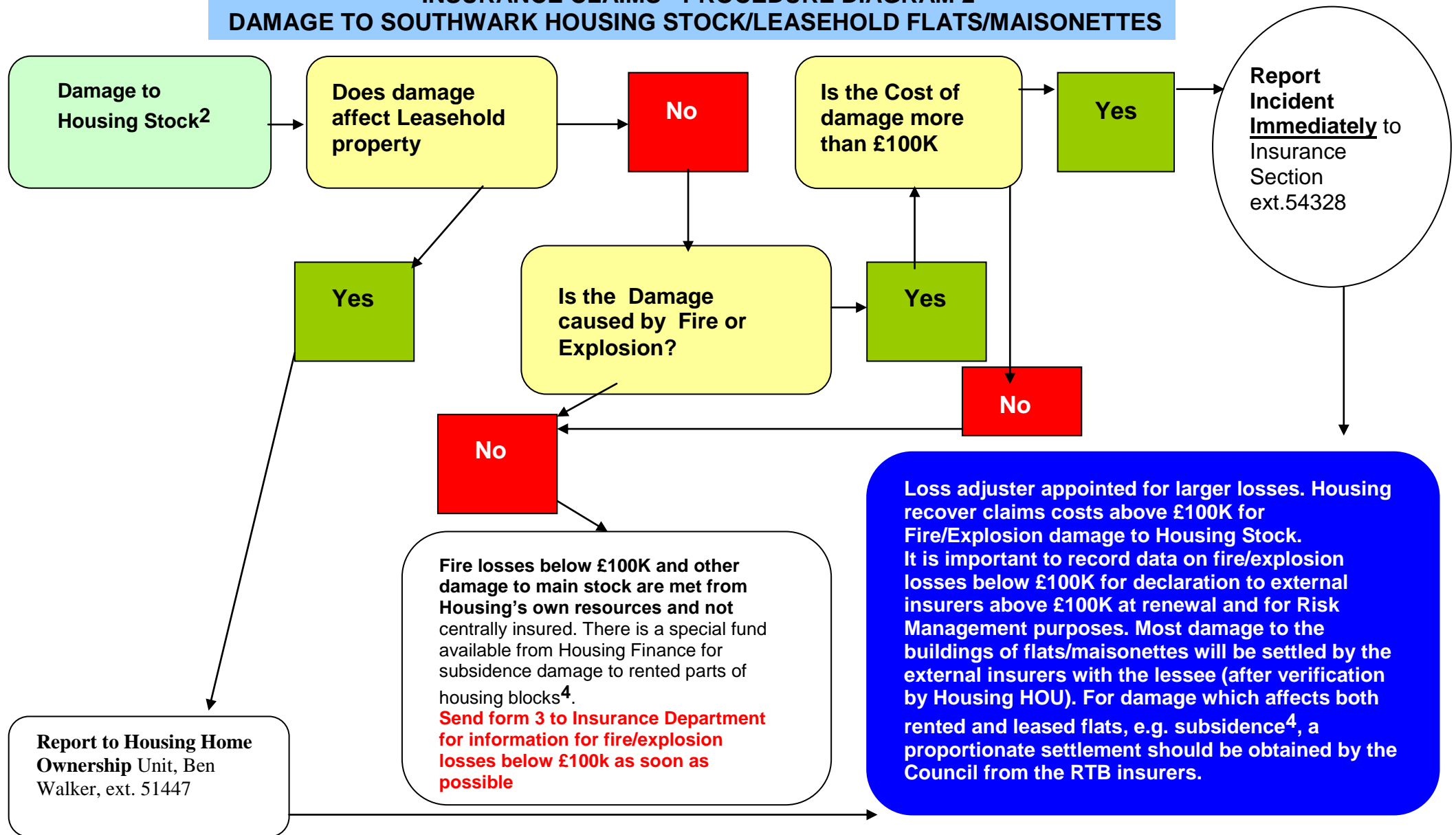
Additional risks include subsidence and damage caused by terrorism to dwellings let on a secure tenancy. This is covered by a specific central fund.

Details of Buildings Insurance for leaseholders are contained in the Southwark Council and Zurich Municipal booklet "Summary of Cover and Statement of Policy Cover Buildings Insurance"

1. The procedure for making insurance repair claims

Please see the attached diagram.

INSURANCE CLAIMS - PROCEDURE DIAGRAM 2 – DAMAGE TO SOUTHWARK HOUSING STOCK/LEASEHOLD FLATS/MAISONNETTES



Chapter 2

Schedule 6

Functions and the Performance Standards of the TMO and the Council in Respect of Estate Services Clause 10 Option B

The TMO's responsibilities for specific services are listed in Annex A, to this schedule.

The Council's responsibilities for specific services are listed in Annex B to this schedule.

Management of TMO Estate Services

1. The performance standards for estate services

- a. Inspections** – The TMO will check all external and internal communal areas regularly and not less than weekly and order repairs as required. This includes security systems, walkways, rubbish chutes, drains, paladins, electrical intake cupboards and bulb changing.

A TMO member in each block will also check the block regularly and report any repairs to TMO staff.

- b. Cleaning** – The TMO will weekly sweep and wash down stairs and landings and wipe internal ledges (window grills every three months.)

The TMO will at least weekly sweep and clean the TMO office. The windows will be cleaned monthly.

Areas which have been fouled will be washed and disinfected as quickly as possible following notification.

The TMO will remove graffiti within 24 hours. Graffiti of a racist or offensive nature will be given priority.

- c. Rubbish disposal and abandoned vehicles** – The TMO will:

- Clean and disinfect bin areas once a week
- Arrange for high pressure cleaning as required
- Notify the Council to remove dumped bulk refuse and any other rubbish as soon as it is noticed.
- Notify the Council to arrange for abandoned vehicles to be removed.

- d. Footpaths, grassed areas, hedges and shrubs** – The TMO will maintain these areas and to keep them clean and tidy.

Litter picking, leaf clearance and spot cleaning of paths done as required by TMO staff. The TMO will aim to sweep steps and main access path to blocks weekly.

Grassed areas cut as required, in accordance to growth with grass cuttings swept up.

- e. Mechanical and electrical equipment** The TMO will arrange for the annual servicing and testing of entry phones

- f. Sustainability** –The TMO will have regard to the impact on the environment of cleaning materials, weed killers and other chemicals used on the estate. Where possible the TMO will use products that have the least impact on the environment.

2. Monitoring Arrangements.

- a.** Communal areas will be inspected regularly as part of TMO staff duties.
- b.** A full inspection of the estate will be done monthly with TMO staff accompanied by a TMO committee member.

- c. A record log will be kept of daily and monthly checks
- d. The TMO manager will be responsible for ensuring staff are trained in all Health & Safety procedures relating to their tasks.
- e. TMO staff will make regular reports to the committee concerning the upkeep and security of the communal areas.
- f. Residents' views on the condition of the communal areas will be obtained via a regular self-completion questionnaire survey.

Management of Council Retained Estate Services

1. Performance standards of estate services.

- a. The council will deliver and manage its services in line with the provisions contained within the Conditions of Tenancy and the Tenants Handbook

Chapter 2

Schedule 6

Annex A

The TMO's responsibility for specific services

1. Service Responsibilities

a. The services the TMO shall be responsible for providing for flats or houses let on periodic tenancies, flats sold on long leases and freehold houses or houses sold on long leases:

- Cleaning the common parts of the property including;
 - Staircases and landings (including walls, banisters and ceilings)
 - Window grilles, doors, floors, lights and light fittings
- Cleaning bins, refuse chutes and bin stores
- Cleaning the TMO office
- and the replacement of light bulbs in communal areas
- The general upkeep of the common grounds and gardens of the Property including;
 - Clearing litter from the estate
 - Cleaning all footpaths, roads, pavements and hard ground areas, including parking areas, and the pathway between the blocks
 - Cleaning garages, storage sheds and the disused laundry building
 - Cutting and maintaining communal grassed areas and maintaining flower beds and shrubs
- cleaning and removal of graffiti on common parts of the Property.

Chapter 2

Schedule 6

Annex B

The Council's Responsibilities for Specific Services

- 1. Services the Council will retain responsibility for providing for flats or houses let on periodic tenancies, flats sold on long leases and freehold houses or houses sold on long leases**

Services not delegated to the TMO under chapter 2, clause 10, Annex A, including;

- Clearing drains periodically between flats/houses and main drain
- The electricity supply for lighting the common parts
- Pest control
- Removal of abandoned cars and bulk refuse
- Maintenance to trees located within the Property

Improvements Policy and Procedure.

Clause 12

1. Introduction

A secure tenant has the right under the Housing Act 1985 to carry out improvements after obtaining the written permission from the Council. The granting of such permission remains a Council and not a TMO function. However, the TMO will receive such notices on behalf of the Council and will make a recommendation about whether the **Improvement Notice** should be given consent and what conditions should be attached to that consent.

The term improvement means any alteration or addition to the premises and includes but is not limited to:

- Any alteration or addition to the Council's fixtures and fittings
- Any alteration or addition connected to the provision of any services to the premises (e.g. water, gas or electricity supply and any supply of central heating).
- The erection of any wireless, television or citizen's band radio aerial or TV satellite dish.
- The carrying out of external decorations.
- The erection or construction of any permanent or temporary building, structure or installation such as greenhouse, shed, garage, pond or pool in any garden to the premises.

2. Process

- a. If an **Improvement Notice** is served directly on the Council the Council shall forward it to the TMO within 7 days.
- b. Within 14 days of receiving an **Improvement Notice** the TMO shall forward the notice to the Council and inform the Council in writing whether the TMO considers that the Council should:
 - consent to the improvement proposed.
 - refuse consent to the improvement proposed; or
 - grant consent, subject to conditions.
- c. The TMO will at the same time provide the Council with reasons for this advice.
- d. The Council shall give consideration to the request and the advice received from the TMO and will produce a written statement to the TMO and the individual serving the **Improvement Notice** of its decision together with the reasons for that decision.

Leaseholders are required to seek permission for improvements from the Council's Home Ownership Unit – see Chapter 6 Schedule 11

Chapter 2

Schedule 8

Right to Repair Policy

Clause 13

The TMO is responsible for administering the Right to Repair for those repairs for which it has responsibility and listed in Chapter 2, schedule 1 annex A.

The Council is responsible for administering the Right to Repair for those repairs for which it is responsible and listed in Chapter 2, schedule 1 annex B. Details of how this will be done are found in the Conditions of Tenancy and the Tenants Handbook.

Under the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994, secure tenants have the right to certain repairs within certain timescales (up to the value of £250) if they are likely to affect health, safety or security.

The Right to Repair Scheme applies only to Qualifying Repairs shown in this table.

Repair	Prescribed period to complete repair in working days
Total loss of electric power	1
Partial loss of electric power	3
Unsafe power of lighting socket or electric fitting	1
Total loss of water supply	1
Partial loss of water supply	3
Blocked flue to open fire or boiler	1
Total or partial loss of space or water heating between 31 st October & 1 st May	1
Total or partial loss of space or water heating between 30 th April & 1 st November	3
Blocked or leaking foul drain, soil stack or toilet pan (where there is no other working toilet in the house) Toilet not flushing (where there is no other working toilet in the house)	3
Blocked sink, bath or basin	3
Taps which cannot be turned	3
Leaking from water or heating pipe, tank or cistern	1
Insecure external window, door or lock	1
Loose or detached banister or hand rail	3
Rotten timber flooring or stair tread	3
Leaking roof	7
Door entry phone not working	7
Mechanical extractor fan in internal kitchen or bathroom not working	7

If the Repair is not completed on time.

Secure Tenants can ask the TMO to appoint a second contractor to carry out the repair and be given a second Target Completion Date. If the repair is not completed by the second Target Completion Date Secure Tenants may be able to claim up to £10.00 compensation, plus a further

£2.00 for each day's delay in completing the repair, up to a maximum of £50.00 total compensation.

Exceptions to the Right to Repair Scheme

Compensation under the Right to Repair cannot be sought for repairs:

- Costing more than £250.
- For which the TMO or the Council are not responsible.
- Where the TMO or the Council has been informed that the tenant no longer want the repair carrying out.
- Where the tenant has not given access to the property, despite being requested to do so.

In all cases, the TMOs repair response times are better than or match the Right to Repair scheme times.

The TMO will undertake the following for reported repairs qualifying under the Right to Repair:

1. The TMO will ensure that the contractor is aware of the target time for this repair.
2. The TMO will ensure that the person reporting the repair is aware that this is a qualifying repair and that the person reporting the repair knows what the target time is.
3. If the repair is not carried out within the target time the person reporting the repair must inform the TMO. The TMO will consider all the facts relating to this and if necessary re-order the repair or engage a second contractor to carry out the works.
4. If at the second attempt the repair is not carried out within the target time the resident will receive £10 in compensation. For every day they wait they will receive a further £2. Please note that where a secure tenant is in arrears this compensation will be paid into their rent account.
5. The maximum compensation for any single repair is £50.

Chapter 3: Schedules

Schedule 1:

Rent collection and arrears control procedure clause 2,3,4,5 and 6

Note: Any exchange of information must be in accordance with the Data protection act 1998

General

The Council retains the responsibility for setting TMO rents. Tenants are bound by the terms of the LB Southwark Tenancy Agreement/Conditions of Tenancy. All information relating to rents, Housing Benefit and service charges will be subject to the confidentiality clause 1.4 of Chapter 3 of this Agreement

1. Rent collection arrangements.

The TMO is responsible for the collection of rents into the Council's bank account. Tenants living in TMO managed properties will use the same payment methods as tenants living in directly managed properties. The TMO is responsible through its staff for monitoring payments made on rent accounts and taking action on rent arrears. The rents include water rates.

The TMO will ensure that all tenants are clearly informed about how to pay their rent and will provide assistance to tenants to understand and set up payment methods. Tenants must pay rent and other charges that are due in advance on Monday in each week, or by such other arrangements as agreed with the Council. It is the responsibility of individual tenants to ensure that that their rent is paid

2. Recording rent payments

The TMO will maintain secure confidential files to hold rent and benefit entitlements.

The TMO will maintain a record of tenant service charges due and paid. The TMO will maintain a record of rent due and rent paid. The TMO must ensure that tenants rent records are accurate and up to date.

Rent payments will be automatically credited to the tenants rent account and recorded on the Council's computer system to which TMO staff will have access. This system (I-World) will be used by the TMO to maintain rent accounts including amendments to reflect new lettings, mutual exchanges, successions, assignments and voids.

Each quarter the TMO will send to all secure tenants a statement of rent payments. Any housing benefit payments Notices to tenants, of any increase or decrease in rents will be sent out by the TMO. The Council will notify the TMO, in writing, of any increase or decrease in rents or service charges. In time for the TMO to give tenants Statutory notice

The TMO does not accept cash payments.

The TMO will ensure that all tenants are clearly informed about how to pay their rent and will provide assistance to tenants to understand and set up payment methods. Any changes to the payment method will be agreed with Southwark Council and all tenants informed accordingly

3. Housing Benefit.

Housing benefit for working age claimants will be replaced by Universal credit gradually in the period to 2017. Universal credit will be paid directly to the claimant in most circumstances. Non-working age households where claimants have reached the qualifying age for Pension Credit will continue to receive Housing benefit from their council

The TMO will ensure that all tenants understand when and how to apply for Housing Benefit. TMO staff will give assistance to any tenant needing help to complete an application for Housing Benefit, including making home visits. The TMO will ensure that tenants are informed that they are

responsible for their housing benefit claim. The TMO Estate manager will be responsible for ensuring regular communication with Southwark Housing Benefit section and Council Tax department and other agencies such as DSS Benefit Agency and Employment Services in serving the interest of its residents

The TMO will ensure that each tenant account due for housing benefit is credited on a weekly basis as and when it is paid by the tenant. The Estate Manager will check the accounts weekly to ensure that Housing benefit is correctly credited to tenants accounts

The TMO will inform tenants of their responsibility to notify Housing Benefit of changes in circumstances that may affect their Housing Benefit claim. The TMO will pass on relevant information to the Housing Benefits section. The TMO will provide benefit advice and information on debt counselling to any tenant or leaseholder who asks for it.

4. Advice on welfare benefits

The TMO must advise those residents that it is aware are on welfare benefits that agencies such as Social Services, DSS, Age Concern, Housing Benefit, etc. are available to offer advice. Where it is able to do so, the TMO will offer such advice and support.

However, whilst application forms may be available from the TMO Office, it shall remain the sole responsibility of the claimant to apply for welfare benefits or renewals as appropriate.

5. Procedure for Tenants In Arrears.

5.1 Arrears recovery procedures for Introductory Tenants differ from those for secure tenants. In such cases the TMO will follow the "Introductory Tenancies Guide to Arrears Recovery" produced by London Borough of Southwark.

5.2 The TMO is responsible through its staff for monitoring rent accounts and taking action on rent arrears. The TMO shall take prompt action to recover any arrears of rent and seek to prevent arrears serious cases by managing arrears in accordance with the Council's policy and procedure for rent arrears control other than when varied by agreement of the Council.

5.3 Members of the Finance Sub-committee and the Management Board shall be informed of the overall arrears position including statistics of recovery action taken. All information and reporting statistics will ensure anonymity.

5.4 If the TMO is unable to recover arrears by following the Council's Rent Arrears procedure, it shall be authorised to:

- a) Serve a Notice Seeking Possession or a Notice to Quit
- b) Seek possession of the dwelling and/or a money judgement
- c) Enforce an order for possession
- d) Enforce a money judgement

5.5 Court proceedings for the recovery of rent will be taken by the TMO in agreement with the Council. TMO staff will attend court hearings. The Council shall approve the proposed action unless it receives legal advice that it would be unreasonable or that there are insufficient grounds on which to do so.

5.6 If the TMO intends to enforce an order for possession of any dwelling, the TMO will liaise with other Council departments and agencies in accordance with the Council's Rent Arrears policy.

6. Terminating Non-Secure Tenancies and Licences (excluding Introductory Tenancies)

The TMO shall terminate all non-secure tenancies by means of serving Notice to Quit in the approved form. Where the TMO serves a Notice of Seeking Possession on a secure tenant or a Notice to Quit on a non-secure tenant, a Notice to Quit shall also be served at the same **time**, in respect of any garage, parking space or shed rented by the tenant. If the tenant has not substantially reduced their accommodation rent arrears when the Notice expires, then the TMO shall also repossess the non residential property.

7. Documentation

To implement this procedure the TMO shall complete the standard documentation provided by London Borough of Southwark in accordance with Council policy.

8. Former Tenants' Arrears, Bad Debts and Write-offs

Former Tenants owing arrears will remain the responsibility of Southwark Council.

The TMO will inform the Council in writing when it proposes that a bad debt should be written off giving a full explanation of the action it has taken to recover the debt. The Council will either take the necessary steps to write off the debt in accordance with Council policy or inform the TMO that a write off has not been approved, stating the reasons why and any action the TMO is required to take to (a) support the write off or (b) attempt to recover the debt.

9. Arrears due at the Starting Date clause 4

The Council must include the information required for the Tenant Management Organisation to undertake its responsibilities under options B and C of Clause 4, subject to any data protection requirements. This must include arrangements for the repayment to the Council of a proportion of Arrears due at the Starting Date.

10. Monitoring and Review Arrangements

The TMO will provide quarterly monitoring reports to the Management Board (and more frequently if so requested by the Board) setting out the overall rent collection position and statistics on recovery action taken (not identifying specific cases). The TMO will include its performance against the rent collection key performance indicators set out in Chapter 8 schedule in monitoring reports to the Council. The Council will have access to performance data through the Council's rent account computer system.

11. Rent Arrears Control Policies

These arrangements have regard to ODPM (now DCLG) guidance on rent arrears published in 2005

Causes of rent arrears

The causes of rent arrears are many and varied. Research carried out by the Office of the Deputy Prime Minister (now DCLG) identified a number of underlying causes:

- Changes in employment status
- Relationship breakdown
- Return of an adult son or daughter
- Death of a partner
- Vulnerable tenant with support needs
- Young single people who lack family support, and those with substance misuse problems
- Low income families especially lone parent households
- Lifestyle of those unconcerned about running up debts

The Income Officer should interview all new tenants at the sign up appointment. Clear advice should be given to the tenant about the need to pay rent in advance, the amount of rent due, what services the rent pays for, and the impact on the service if tenants do not pay. Introductory tenants must understand that they have a 12 month probationary period, which may be extended by a further 6 months.

A detailed income analysis must be undertaken to ascertain the tenant's ability to pay and the risk of default, even if they are in receipt of welfare benefit. It is also good practice to obtain employment details and other relevant information.

Advice should be given on welfare benefits, and Housing Benefit request/transfer forms must be completed, and where necessary e-benefit appointments made with Housing Benefits. The tenant should be given advice on the documents required to progress their claim. If the tenant has an existing Southwark tenancy, a name change form should be completed rather than the full housing benefit form.

Income Officers should use the opportunity of this initial contact with the tenant to determine if there are any issues of “vulnerability”. Where relevant, details of social workers, probation officers, resettlement officer, outreach officers etc should be requested and recorded.

Where the tenant is supported at the sign up by a resettlement worker, or other support agencies, a New Tenant Plan should be agreed at the sign up. This plan will detail the level of support to be given to the tenant in the first months of the tenancy.

Contact with the tenant should then be sustained throughout the debt recovery process. All methods of contact must be tried before considering the progression of legal action against the tenant.

Assistance should be given to the tenant to ensure that any Housing Benefit claim is resolved.

Where necessary the tenant should be referred to SUSTAIN and/or voluntary advice agencies

Methods of contacting tenants include:

Home visits	These may be planned and/or unannounced
Office interviews	These may be set up in advance by writing to a tenant, or upon request. Out of hours appointments should be made where requested.
Telephone contacts	These should include the use of home and work telephone numbers and mobile numbers. Details of contact numbers must be noted on the I World system for future use.
E-mail	This may be an effective method of contact for some tenants who have access to the internet.
Texting	This may be useful to initiate contact with a tenant. Do not use a personal mobile phone to text a tenant.
In writing	letters must be clear, concise and available in all formats if required. All letters should be typed. Handwriting should be used only for officer’s signatures.

Basic principles for making agreements with tenants

All discussions with tenants concerning agreements to pay arrears should involve reiteration of the one basic message about rent: **For a tenant, rent is the most important of all debts.**

Tenants making agreements are required not only to begin paying all the rent due, but also to pay even more towards the arrears. This often has quite drastic effects on former spending patterns but tenants must balance the ‘hardship’ caused against the knowledge that non-payment can result in the loss of their home.

Paying rent must come before other priority debts, just as a residential mortgage would. Priority debts include:

Priority debts	Ultimate action available to get money back
Rent	eviction
Gas/Electricity	supply cut off
Council tax arrears	bailiffs/imprisonment
Magistrates court fines	bailiffs/imprisonment
Maintenance arrears	bailiffs/imprisonment
Hire purchase	repossession of goods

Rent takes precedence over non-priority debts such as bank debts and overdrafts; debts to door-to-door callers and moneylenders; catalogues; credit cards and store cards; satellite and leisure services.

When can an agreement be made?

Agreements must not cut across any existing court order. Neither should they be made if they would prejudice pending or on-going legal proceedings. The two occasions where they can be made are summarised as follows:

Secure Tenants: any time prior to the issue of a Possession Order. However 'if the tenant complies with an agreement made after the issue of proceedings to pay the current rent and a reasonable amount towards arrears, the landlord should agree to postpone court proceedings so long as the tenant keeps to such agreement. In practice this will mean an adjournment on terms. It is important to note that the usual procedure, after the issue of proceedings, will be that, if a tenant proposes a reasonable undertaking to pay, this will be acknowledged by letter. This letter does not accept the proposal as an agreement, but notes it as a possible basis on which to seek a Postponed Possession Order.

Introductory Tenants: any time prior to the service of a Notice to Terminate.

In the event of a change in financial circumstances, tenants/tolerated trespassers or indeed the Income Officer can apply to the Court to vary an existing court order. This cannot be done by an agreement outside of the court process; since the landlord's legal position would be compromised.

The reason for the use of the postponed order is that the tenancy remains secure because the order does not specify a possession date. Since the judiciary considers this to be equitable and in the interests of natural justice, and as this was the original intention behind suspended orders, postponed orders are now the norm.

Note that Section 299 and Schedule 11 of the Housing and Regeneration Act 2008 makes provision with regard to Tolerated Trespasser status. This will have the effect of greatly reducing the likelihood of Tolerated Trespassers being created as a result of Court judgements, since it will provide that secure tenancies will end only when a possession order is enacted

How should an agreement be made?

In the early stages, with arrears below say £100.00, agreements can be attempted by letter or telephone. This type of brief contact is appropriate especially where, for instance, only the Water Rate is effectively outstanding. Once made, the agreement must be confirmed in writing. It is highly desirable for there to be an additional signed acknowledgement from the tenant. Agreements should be paid by either direct debit or standing order and only where there is no qualifying bank account should an exception be made.

There are two key factors in determining acceptable agreement repayments:

Affordable: the amount must reflect what a tenant can pay after maximising their income, and reducing expenditure to a reasonable and prudent level. This spending level may well be substantially below what the tenant is accustomed to. For those tenants dependent on benefits £2.90 is the most that can be paid currently towards arrears in a week and this will be reviewed in line with legislation.

Appropriate to debt: the larger the debt, the bigger the repayment. For secure tenants, the norm is for the debt to be cleared within 12 months. For an introductory tenant, the period would be shorter than this, depending on how long the tenancy has been running.

Agreed payments must be checked regularly to ensure that immediately a payment is missed, the Income Officer responds in the same week with appropriate action. Tenants conforming to agreements should still be contacted periodically. This allows appreciation to be expressed that they are making the promised payments. The contact will also serve as a reminder that the agreement is checked every week, reinforcing all the previous messages to the tenant on the priority of rent, and the care taken to monitor agreements.

In the event of a missed payment, and the tenant having failed to instigate prior contact, Income Officers should prepare to 'move on to the next stage' of the escalation policy, and immediately attempt to inform the tenant.

If the tenant responds positively, and regrets that the agreement was broken, it is probable that the optimum course would be to record a reasonable proposal to pay using a letter. However, this would be on the basis that the process has moved to the next stage. In the present example, this would probably be an application for a Postponed Possession Order.

Procedure for dealing with tenants in arrears

Letters for the secure tenancy

For the secure tenancy: Letter 1

The letter invites the tenant to make contact to explain their circumstances and to clear the debt. It is not necessary to wait for this letter to be sent before making contact with the tenant.

For the secure tenancy: Appointment Letter – Letter 2

This letter is designed to follow Letter 1, and is intended to be sent to those tenants who have not responded to letter 1, or who did respond, but have not rectified the arrears on their rent account.

Hand Back to the Council of Responsibility for Arrears

All attempts should be made to interview the tenant prior to hand back of a case to the London Borough of Southwark, at which time:

- the accuracy of the debt should be confirmed
- checks have been undertaken to ensure that there are no outstanding housing benefit issues (*refer to HB process*)
- an undertaking to clear the arrears has been sought and this undertaking has been broken

A hand back should not be made:

- where the tenant is keeping to an agreement
- where the amount owed represents less than 6 weeks' arrears of rent
- Until the Area Office has been made aware of the proposal to hand back, the handover checklist, which forms an appendix to this Schedule has been completed, and the tenant has been advised of the decision in writing.

12.0 Introduction

- 12.1 Rent income maximisation is a core element of the Council's business plan. Effective income management helps to improve rent collection and prevent tenants from building up significant levels of debt.
- 12.2 The Housing Act 1985 s.27 (a) (b) empowers the London Borough of Southwark to delegate its landlord housing management functions to Tenant Management Organisations (TMOs). The functions taken on by the TMO are negotiated with the London Borough of Southwark and a management agreement is put in place to regulate the contractual relationship between the Council and the TMO.
- 12.3 The existing management agreements delegate the collection of rent lawfully due to the landlord to the TMOs and requires TMOs to hand back rent arrears cases of six or more weeks to the London Borough of Southwark for management and enforcement proceedings where necessary.
- 12.4 Under the current management agreements with the Council, the TMOs are awarded a 2% void and bad debt allowance and therefore only required to pay the Council 98% of the rent due.
- 12.5 Where the TMO tenant clears all the rent arrears and maintains a credit equivalent to one month's rent, the rent account is returned to the TMO.

13.0 Aims of Procedure

- 1 To facilitate the transfer of rent arrears management responsibility from the TMO to the Area Housing Office when the tenant is in rent arrears of six weeks or more.
- 2 To aid the return of the management of the rent account when the TMO tenant clears all the rent arrears and maintains a clear rent account for a period of one calendar month.
- 3 To facilitate monthly liaison between TMO and the AHO Income Manager to review all rent hand back arrears cases of six weeks or more.
- 4 To develop a central database of all TMO rent arrears hand back and provide a monthly report to the Tenant Management Initiative (TMI) Team.
- 5 To develop and maintain a consistently high standard of practice in rent arrears management and share good practice.

14.0 TMO management of rent arrears and the rent arrears protocol

- 14.1** The Council's Rent Arrears Protocol provides a framework for TMO Managers/Officers and tenants to work together to address the cause(s) of rent arrears and to clear the arrears without any need for referral to the Area Housing Office for management and enforcement.
- 14.2** However even after working with the tenant(s), and ensuring that the protocol **has** been followed, some tenants fail to pay their rent and keep to agreements so their rent accounts will have to be handed back to the Council.
- 14.3** Once an agreement has been made to hand back the rent account to the Council, the TMO Manager/Officer will write to the tenant advising them of their intention to hand back the rent account and the provisional effective date of hand back.

15.0 TMO checklist of actions and documents prior to handover

The TMO must provide:-

- 15.1** A detailed chronology of events and actions that have been taken to recover the arrears needs to be put together for ease of reference. A paginated bundle is preferable.
- 15.1A** current accurate legal tenancy agreement/deed – this is important especially if there has been a change in the status of the tenancy e.g. joint to sole, sole to joint, deed of succession, deed of assignment etc.
- 15.1.1** Copies of all letters sent to tenant(s) regarding the rent arrears and all rent arrears recovery letters; detailed notes of telephone discussions relating to the recovery of the rent arrears; detailed notes of all home visits and copies of all agreements reached with the tenant to clear the rent arrears.
- 15.2** Details of the up to date household composition, including names and dates of birth of occupants in the home and their relationship with the tenant(s).
- 15.3** Details of the Immigration status of occupants. They may be eligible for help by Social Services under s.21 of the National Assistance Act 1948, or they may be referred to the National Asylum Support Scheme (NASS). If children are involved, assistance may be available under s.17 of the Children Act 1989
- 15.4** Rent statements relating to only rent lawfully due to be paid by the tenant(s). Rent statements should be cross checked with dates of assignments and successions to avoid any potential legal issues regarding the lawfulness of the rent and/or arrears being demanded.

The TMO must check:-

- 15.5** That all rents paid by the tenant(s) have been correctly recorded, and that all DWP direct deductions from benefits are in place before referral to the Area Housing Office
- 15.6** If there are no outstanding housing benefit payments due to the tenant(s).
- 15.7** Any potential issues of disrepair to avoid any potential disrepair counter claim for breach of landlord repairing obligations pursuant to s.11 of the Landlord and Tenant Act 1985, s.79 of the Environmental Protection Act 1990 or the Defective Premises Act 1972.
- 15.8** Rent arrears owed by the former tenant (in cases of succession and assignment) cases must be discounted from the rent arrears figures as this is not rent lawfully due in legal possession proceedings.

16.0 TMO rent arrears hand backs to the AHO checklist

1. Under the terms of the LB Southwark management agreements, affected TMOs should hand back to the council the rent account of a tenant(s) in arrears of six or more weeks.
2. The TMO must provide at least 4 weeks' notice to the AHO of its intention to hand back the tenant(s) rent arrears account, to the Area Housing Office Income Manager for them to instigate of legal action where necessary.
3. All hand backs to the Council for rent arrears management must be made by completing the hand back to the council pro-forma Part 1, to the AHO Income Manager. TMO must attach to the form copies of the tenant(s) rent statements from the beginning of the last financial year and copies of documents set out on paragraph 4.0.
4. The TMO must inform the tenant in writing that the rent account has been handed back to the council for collection and management, and provide correct details of where to pay rent and clear the arrears on the account.
5. Upon receipt of the referral, the AHO Income Manager will liaise with the Tenant Management Initiative Team to create a new rent account, and transfer the arrears balance of the TMO tenant to the new rent account on iWorld.
6. AHO Income Manager to check that the rent charged by the TMO is accurate and lawful, and any additional charges for entry phones, water rates and communal heating charges are all correct.

17.0 Management of rent account by Area Housing Office

- 17.1 The AHO Income Manager will confirm to the TMO tenant in writing:
 - That the rent account has been transferred to the Council for management.
 - That all rent payments must be made to the Council using the new account details, how and where payments should be made.
 - Of the name and contact details of the Income Officer in the area office.
- 17.2 The AHO Income Team will manage all aspects of rent collection and arrears recovery including direct communication with the tenant.

The AHO Income Manager will:

- 17.3 Send a monthly progress report to the TMO and a copy to the TMI Monitoring Officer.
- 17.4 Reports to include the following:
 - Hand back start date.
 - Arrears at hand back.
 - Current arrears balance.
 - Repayment agreement.
 - Housing benefit action.
 - Confirmation of action taken and other general comments.
- 17.5 Arrange regular meetings with the TMO to answer any queries and provide other information which the TMO may require from time to time.

18 Hand back Returns to the TMO

- 18.2 The AHO Income Manager will give at least one month's notice to the TMO of the hand back return. Details will be reported in the commentary field of the monthly report. The rent account will be at least one month in credit and the tenant(s) will have maintained regular and timely payments to it.
- 18.3 The tenant(s) will have paid in full any costs awarded to the Council by a Court in any legal action taken to recover the arrears.

- 18.4 The account will be returned to the TMO by completing 'Hand back Return to TMO pro-forma Part 2. An official hand back date will be mutually agreed between the AHO Income Manager, the TMO and the Central Finance Team.
- 18.5 The AHO Income Manager must provide:-
- A detailed chronology of events and actions that have been taken to recover the arrears needs to be put together for ease of reference. A paginated bundle is preferable.
 - Copies of all letters sent to tenant(s) regarding the rent arrears and all rent arrears recovery letters; detailed notes of telephone discussions relating to the recovery of the rent arrears; detailed notes of all home visits and copies of all agreements reached with the tenant to clear the rent arrears.
 - Rent statements relating to only rent lawfully due to be paid by the tenant(s).
- 18.6 The AHO Income Manager will confirm with the TMI Team that the responsibility for managing the TMO rent account previously set up on iWorld has been returned to the TMO, and authorize the suspension/closure of that iWorld rent account.
- 18.7 The TMI Team will set up another rent account under the TMO account for the purposes of charging to the rent demand.
- 18.8 The TMI Team will confirm the suspension/closure of the old account in writing to the AHO Income Manager.
- 18.9 The TMI Team will confirm the opening of the new account in writing to the TMO Manager/Officer and confirm the opening credit balance.
- 19.0 Reimbursing the TMO monies owed up to hand back**
- 19.1 The Council will return all payments due to the TMO from the date the TMO rent account management was handed back to the AHO Income Team for management, to the date the account is returned to the TMO.
- 19.2 The Area Income Manager will complete and endorse Part 3 of the clear rent account hand back return form: reimbursement of monies owed to TMOs. The form will provide the following information:
- Hand back start date.
 - Arrears total at date of hand back to the AHO Income Team.
 - Details of all legal/court costs paid.
 - Payments to be reimbursed to the TMO.
 - Date clear rent account handed back the TMO.
 - Date of notification to the TMI Finance Manager.
- 19.3 The clear rent account hand back return form will be sent to the Finance Manager in the TMI Team to determine payments due to the TMO. A copy will also be sent to the TMO Manager/Officer.
- 19.4 The TMI Finance Manager will calculate and authorize all payments due to the TMO. All payments due to the TMO will be made by the quarterly rent demand payments to TMOs.
- 19.5 The entire reimbursement process to the TMO should be no longer than one calendar month from the date the AHO Income Manager hands back the clear TMO rent account to the TMO.

- 19.6 The TMO should note that any money recovered by the Council will be disbursed in the following order of priority:
- Firstly, to meet any costs awarded to the Council by a Court in legal action taken to recover the arrears where such costs have not been otherwise recovered;
 - Secondly, to pay off arrears which accrued after the Rent due date on which the Council took over management of the arrears case in question;
 - Thirdly, if a balance remains, it would be deducted from the quarterly rent demand by the TMI Finance Manager.
- 19.7 The Area Housing Income Team will provide an itemised debt recovery cost to include all disbursements to the TMI Finance Manager no later than five working days from the date the clear TMO rent account is handed back to the TMO.
- 19.8 All payments due to the TMO will be paid by the quarterly rent demand. The TMI Finance Manager will provide a statement of accounts showing payments due to the Council and the TMO.
- 20.0 warrant of execution and vacant possession**
- 20.1 Area Housing Income Manager will:
- Notify the TMO when an application has been made for a warrant of eviction.
 - (Upon receipt of an eviction date), notify the TMO of the eviction date and the expected time of arrival for the court bailiff to carry out the eviction.
 - Arrange for a carpenter to attend to force entry where necessary
 - Sign the bailiff's warrant of execution and hand over vacant possession of the property to the TMO officer and the rent hand back will take effect on the following Monday.
- 20.2 The TMO Manager/Officer will be responsible for taking an inventory of the items left in the property and arrange storage of the chattels found in the property in line with s.41 of the Local Government Miscellaneous Provisions Act 1982. The TMO must also take photos of all chattels left in the property.
- 20.3 The AHO Income Manager will confirm with the TMI Finance Manager that the responsibility for managing the TMO rent account previously set up on iWorld has been returned to the TMO following the eviction, and authorize the suspension/closure of the relevant iWorld rent account.
- 20.4 The TMI Finance Manager will set up another rent account under the TMO account for the purposes of charging to the rent demand.
- 20.5 The TMI Finance Manager will confirm the suspension/closure of the old account in writing to the AHO Income Manager and provide a copy to the TMO Manager/Officer.
- 20.6 The TMI Finance Manager will confirm the opening of the new account in writing to the TMO Manager/Officer and confirm the opening credit balance.

<i>TMO</i>	<i>Area</i>

Appendix A

Handover Checklist – TMO's to Area Office (Part 1)

Name of Tenant(s)	Address	
Telephone No	Names & DOB of Occupants	
Email		
Mobile		
Associated accounts (e.g. garage)	Action taken on associated accounts	
TMO rent account number	Arrears figure at handback	
The TMO officer handing over the case is	The officer at Area Office dealing with the arrears case is	
Copy of tenancy agreement attached? Y/N (essential)		List of Agreements
Photocopies of agreements attached? Y/N		
Copy of income and outgoings pro forma attached? Y/N		Action Taken (including method e.g. telephone/home visit etc & date)
Written confirmation of contacts attached? Y/N		
Rent statements attached? Y/N (essential)		Method of payment by tenant (standing order/cash office etc)
Housing Benefit disclaimer enclosed? Y/N		Medical and social factors affecting payment of rent (e.g. OAP, mental illness)
Copy of letter advising tenant arrears case is to be handed back to council? Y/N		
Reason given for non-payment of rent?		
Signed by TMO Manager/Officer		Date
Signed by Income Manager/Team Leader		Date

<i>TMO</i>	<i>Area</i>

Handover Checklist – TMO's to Area Office (Part 2)

Name of Tenant(s)	Address	
Telephone No	Names & DOB of Occupants	
Email		
Mobile		
Associated accounts (e.g. garage)	Action taken on associated accounts	
Housing Management rent account number	Arrears figure at hand back	
The Income Team Leader handing over the case is:		
Attached list of visits, interviews, agreements, letters? Y/N	Attached list of legal action taken? Y/N	
Copy of income and outgoings pro forma attached? Y/N	Was the tenant evicted? Y/N	
Is the rent account now clear? Y/N	Has the tenant now left the property? Y/N	
Rent statements attached? Y/N (essential)	Copy of letter advising tenant arrears case is to be handed back to TMO? Y/N	
Is the tenant claiming housing benefit? Y/N	Method of payment by tenant (standing order/cash office etc.)	
Any other comments?		
Signed by Income Manager/Team Leader		Date
Signed by TMO Manager/Officer		Date

<i>TMO</i>	<i>Area</i>

Handover Checklist – TMO's to Area Office
(Part 3) – Reimbursement of Monies Owed to TMO

Name of Tenant(s)	Address
Hand back Start Date	Arrears Total at Date of Hand back
Date Account Returned to TMO	Total Value of Monies to be Reimbursed
Date TMI Finance Manager notified	

Approved by CIT Manager	Date
Payment Approved by TMI Finance Manager	Date

Chapter 3

Schedule 2:

Tenant Service Charge Procedure

Clause 7

The Council will provide to the TMO a breakdown of tenant services for which it charges (such as grounds maintenance, cleaning, communal electricity etc). The TMO cannot set the core rent but may consult tenants on changes to services, including proposals to reduce services or provide additional estate services, and may seek an increase in charges, where appropriate. This may include requesting increased service charges to cover the provision of additional estates services.

The TMO may request the Council to vary the tenant service charge element of the Total Rent if the element of service charge relates to a service provided by the TMO.

Before any variation can be made to service charges, the TMO must demonstrate that it has fully consulted with all tenants within the property, not just its membership, about changes to those services which result in a change to the level of tenant service charges.

The TMO must formally advise the Council of any proposed changes with relevant supporting information as requested by the Council. This may be budget forecasts, audited accounts, invoices, credit notes etc. This information must be provided within the timescales set out by the Council to enable it to make the necessary changes to rent levels.

Consultation with residents

Consultation with tenants should take the form of individual notification with an agreed consultation period to enable tenants to make responses to the TMO. The TMO should take all responses into account before making its decision at a Management Board meeting which is open for all tenants to attend and speak or a General Meeting depending on the level of the variation. If the variation is likely to result in an average increase to tenant service charges in excess of an amount to be agreed with the Council (25pence weekly) then the matter must be considered at a General Meeting to which all tenants have been invited and have received notification that the matter is to be considered.

Impact on Housing Benefit

The TMO and the Council will consider the impact on housing benefit of any changes to the level of tenant service charges. Any such proposed changes will require the approval of the Council which will not be withheld unreasonably. The TMO must demonstrate that it has consulted with tenants and given due consideration to their responses.

Chapter 4: Schedules

Service Charges Procedure

1 Calculation of Charges

Clause 3

The Council's lease requires leaseholders to pay a fair proportion of the costs and expenses as set out in the lease. Further, the Council may adopt any reasonable method of ascertaining the said proportion of costs and expenses and may adopt different methods in relation to different items of these costs and expenses.

The cost of each service recharged to homeowners is based on payments made to each contractor providing the service. An additional charge is added to recover any management costs incurred in providing each individual service.

Costs are apportioned by allocating a weighting by units for each property. Each property is allocated a weighting of four units (bathroom, kitchen, living room and hallway) with an extra unit added per bedroom. These units are then totalled to give a total for the block. The total block cost of each service is divided by the total units to give a cost per weighting unit. This unit cost is finally multiplied by the number of units in each individual property to give the charge for each property. Where costs are incurred on the estate, the same methodology is used except that a total unit cost for the estate is calculated. This means that leaseholders with larger properties pay more than those with smaller properties in the same block.

The methodology described above is that currently used by the Council. Due to changes in legislation, Leasehold Valuation Tribunal (LVT) rulings, case law, agreements with Leasehold Council or changes in best practice, the methodology may change in future. A leaflet explaining the method used for calculating the charge for each service is attached to service charge accounts when they are sent out.

Books and records

DTMO is responsible for keeping books and records which should comply with current legislative, audit and service charge requirements. DTMO uses the Council's computer systems for all services including repairs and maintenance and accounts for all expenditure within the Council's systems since the Council holds the management and maintenance allowances in a ring fenced account within the Housing Revenue Account.

Service charge requirements

Although the records are kept on the Council systems, it is still the responsibility of DTMO to keep detailed records of all expenditure and ensure its accuracy. For service charge purposes each category of expenditure must be broken down firstly between;

1. Communal costs (costs for services for which both council tenants and homeowners benefit) and
2. Non-communal costs (where only council tenants benefit)

Secondly by;

1. Block
2. Estate

DTMO must keep all invoices and all other documents for a statutory minimum period of six years plus the current financial year and these must be made available to the Council within five working days of being requested.

Other documents to be retained must include:

1. Records by Cleaning and grounds maintenance staff or contractors of time spent on cleaning each block and estate
2. A breakdown by office staff of their time spent on work done on each of the service charge headings; a breakdown of management costs and the proportion which they consider should be recovered from homeowners.
3. Timesheet records for work carried out by staff. Timesheets are to be broken down by each member of staff on the time spent on various types of work between communal and non communal work i.e. dealing with tenants, leaseholders, communal cleaning etc. Monthly and annual summaries of work must be made available to the Council.

2. Billing and Collection arrangements

Clause 3

The Council is responsible for the construction, billing and collection of service charges based on information supplied by DTMO (Chapter 4 Clause 3 Option A)

Estimated bills should be sent out by the Council by the end of March each year, to comply with the terms of the lease.

Actual bills should be sent out by the Council by the end of September each year.

The Council will rely on information recorded by DTMO on the Council's computer systems or any other books and records kept by them to compile the service charge bills to leaseholders. DTMO manager will be asked to verify these costs and charges (normally via DTMO). The Council may require DTMO staff to justify the service charge costs, to comment on the reasonableness of standards or to explain why costs were incurred. Their attendance may also be required at the LVT to give evidence to justify the costs incurred.

Estimated service charges

DTMO will submit to the Council its following year's budgets by the end of January each year (subject to having received notification of the management and maintenance allowances) and these will be used for service charge purposes. The budgets will be broken down by communal and non-communal costs and between blocks and estates.

The Council will set DTMO's annual budget up on the Council's financial systems (SAP), (If the Council system does not allow for this then DTMO will provide the detailed budgets required in a format acceptable by the Council) DTMO will provide the Council within 10 working days any additional information required to construct these estimated service charges or for any other purposes. This time scale can be varied by agreement.

Actual service charges

DTMO will accurately record all service chargeable expenditure on the Council's computer systems to enable the Council to access all the information it requires for service charge purposes. The Council may seek additional clarification and verification of these costs (normally via DTMO).

In the unlikely event that there is other expenditure funded from DTMO's own bank account which may impact upon service charges, DTMO shall inform the Council by the end of July each year in the format prescribed by the Council (a sample of which is attached). DTMO will use its professional accountants to prepare any of this additional information which should be produced with the annual financial statements and accounts.

DTMO will provide the Council within five working days any additional information required to construct the actual service charges or for any other purposes deemed necessary by the Council. DTMO will provide all information required to enable the Council to carry out the appropriate statutory consultation on qualifying repair works costing any leaseholder more than £250 (inclusive of management and administration fees).

Statements

The Council will arrange for quarterly statements to be sent to all service charge payers.

Collections

The Council is responsible for collecting all monies due for service charges and will maintain accounts of all transactions

3 Arrears Procedures

Clause 5

Three letters requesting payment are sent before mortgagees are approached if no satisfactory response is received from the service charge payer. These stages must be completed before any legal action is considered.

4 Financial Incentives and Penalties

Clause 10

As DTMO has no responsibility for collection of Service Charges or arrears DTMO and the Council have agreed that incentives and penalties are not required.

Chapter 5

Schedule 1

Calculation and Payment of Allowances *Clause 1*

1. Calculation of Allowances

The allowances have been calculated in accordance with the Statutory Guidance set out in “*Calculating Allowances for Tenant Management Organisations*” and given by the Secretary of State under Regulation 7 of the Housing (Right to Manage) Regulations 1994 (SINo.627/1994) which provides that any person exercising functions under those regulations shall act in accordance with any guidance given by the Secretary of State.

The basic principle behind these allowances is that they are based as far as possible on the Council’s own expenditure at the time the Co-operative went “live”. This is actual expenditure in the case of the supervision and management and the running costs or historic expenditure in the case of responsive repair or planned maintenance. Subsequent changes have been made over time based on a range of factors including the Co-operative’s actual management and maintenance expenditure.

The exceptions are:

- Exceptional repairs such and programmed repairs and improvements (which are likely to be carried out as a major works contract), where the Council and the TMO will negotiate an agreed figure
- Committee administration, training and tenant communication (i.e. **not** office costs such as rent, business rates, utilities etc), where there will be a flat rate payment of £5,000 plus £10 per dwelling (including long leases) served by the TMO. Based on the number of dwellings in D'Eynsford Estate TMO this sum amounts to £8,360, adjusted annually

The allowances are split between an element to cover services provided to tenants and an element for leaseholder services. The leaseholder services element is to be paid initially on the basis of the TMO’s estimated budget for the financial year and adjusted annually to reflect the TMO’s actual expenditure on services to Leaseholders when the TMO’s audited accounts are available, and based on the breakdown of information provided in accordance with the Schedule to Chapter 4 of the Management Agreement

Annex	Element or Activity	Allowance £’s
A	Insurance	6486
B	Management of repairs	52995
	Responsive Repairs	76,079
	Voids	42720
	Estate Lighting	3966
C	Allowance for Major Works	0
D	Estate Services	71,691
E	Rent Collection	29,569
F	Leaseholder Service Charges (includes external decorations)	55,350
G	Tenancy management & administration	49,564
	Audit	1,602
H	Finance (included in G above)	included in G above
I	Staffing and Overheads (included in G above)	included in G above
J	Office Costs (included in G above)	Included in G above
K	TMO Costs	8,360
	Sub-Total	£398,383
	Southwark IT (6 users)	£-3,600
	Total Payable 2015/16	£394,783

The allowances paid to D'Eynsford Estate TMO were based on cost falling to the HRA for the provision of housing management services on0. the D'Eynsford Estate.

D'Eynsford Estate TMO allowances were apportioned on a pro rata basis, where the total number of homes managed by the TMO is compared to the total number of properties within the HRA.

Subsequent annual adjustments have been made in line with the Housing Management Regulations 1994, and the Government's Guide to calculating Allowances

Summary of the Property and facilities used in calculating apportionments:

Stock	Tenancies	Leases and Freeholders with service charges	Total	Source and Date
In HRA	40480	16409	56,889	Housing Finance and HOU
In TMO	305	57	362	Housing Finance and HOU

The Annexes (A to M) attached to this Schedule, show the detailed breakdown of the allowances calculation, and as far as is possible, how each element of the methodology described in *Calculating Allowances for TMOs* has been addressed, based on the checklist in that guidance.

Key considerations are:

- ❑ Inclusion of the costs of non-strategic services provided by council staff, however indirectly, which will be undertaken by the TMO. The areas included are: Area Office staff, Finance, Information Technology, Human Resources, cashiers, commissioning and Southwark Technical Services
- ❑ The separation of costs, where applicable, between tenants and lessees based on actual service charges
- ❑ Ensuring that the estimate for Responsive and Planned Maintenance Repairs is reasonable and that the Agreement takes account of unexpectedly high expenditure due to unforeseen repair costs or an above average numbers of voids requiring re-servicing. This has been based on the past 5 years' actual costs, with the highest and lowest annual costs removed, and uplifted for inflation as reflected in the London Borough of Southwark budgets.
- ❑ Ensuring that the TMO has sufficient to cover overheads such as office accommodation. This is included within the tenancy management allowance.
- ❑ The inclusion of the full range of relevant corporate support services. This could include Building (Office) administration, Environmental Health, Finance, Legal Services, Personnel and IT. This is included in the Tenancy Management allowance, but excludes any strategic services which have not been delegated to the Co-operative.

2. Adjustments to Allowances

Allowances will be reviewed annually and adjusted in line with increase in budgets, which in turn take into account the effect of Retail Price Index changes, and to take into account increases and changes in costs, income from rents and HRA subsidy (if any) and the number of homes managed by the TMO

The annual review will also take into account changes in the ratio of tenants and lessees resulting from Right to Buy or any other sales schemes run by the Council, voluntary disposals and demolitions or acquisitions.

Adjustments are made in accordance with Calculating Allowances for Tenant Management Organisations.

The Council will give the TMO at least three months notice of any change in the allowance for the following year and agree a procedure and time table for implementing the change. The time table will allow a sufficient period for negotiation with the TMO on the proposed change and for agreement to be reached on how it will be implemented

- Changes in the amount which are less than 5% of the total allowance will be introduced from the following quarter unless the TMO shows that this may cause serious problems;
- Changes in the amount which are 5% or more of the allowance will be phased in over a longer period, taking into account the degree of impact of change on the TMO's operations and effectiveness.

3. Review of Allowances

It will be open to either the Council or the TMO to seek a review of the allowances where either the Council's costs have reduced significantly for a similar mix of homes or for the stock overall, or where a TMO's costs have increased significantly. In doing so a similar range of services, provided for a similar range of homes should be used. The comparator properties must be ones remaining under the Council's management

4. Payment of Allowances

Allowances will be paid to the TMO in Quarterly instalments and in advance on the following dates:

1st April

1st July

1st October

1st January

Prior to the scheduled date for each quarterly payment the TMO will submit an invoice for the sum due, together with a (separate) invoice for payment of VAT generated by the Allowance

The element of the allowance which is based on the TMO's estimated costs rechargeable to leaseholders will be paid in quarterly instalments as part of the management allowances.

Once the Actual Costs of rechargeable leaseholder services for the previous Financial Year has been verified (no later than 31st October), the Council will make an appropriate adjustment to the next quarterly management allowance payment. This adjustment will reflect the difference between the estimated annual budget and the actual expenditure in the previous year.

5. Start-up costs

Annex A-K Breakdown of Allowance

Principal elements of allowance at start date for D'Eynsford Estate TMO

Tenants	230	
D'Eynsford Estate		
<u>Tenant Management</u>		
Management of Repairs	35,205	Based on HRA 12-13 Costs
Management of Repairs - Staff Costs	17,790	Based on HRA 12-13 Costs
Tenancy Management	21,582	Based on HRA 12-13 Costs
Tenancy Management - Staff Costs	27,982	Based on HRA 12-13 Costs
Rent Collection	15,415	Based on HRA 12-13 Costs
Rent Collection - Staff Costs	14,154	Based on HRA 12-13 Costs
World & Outlook - £50 per month per user	-3,600	
Committee and Communication Allowance	8,360	Flat rate payment 5,000 + 10 per property
Insurance	6,486	Based on the TMO's share of the council's insurance costs.
Audit	1,602	Proportion Council's own audit costs
Sub-total management	144,976	
<u>Tenant Services</u>		
Estate Cleaning	59,357	Based on 13-14 Cleaning Contractor Costs - no increase in contract
Grounds Maintenance	12,334	Based on 13-14 GM Contractor Costs - no increase in contract
Electricity - Multibilling	0	
Pest Control	0	
Sub-total services	71,691	
<u>Tenant Repairs</u>		
Repairs	76,079	Based on actual repair costs over the last 5 years - 10-11 to 14-15
Voids	42,720	Based on actual void costs over the last 5 years - 10-11 to 14-15
Estate Lighting	3,966	Based on estate lighting costs over the last 5 years - 10-11 to 14-15
Sub-total repairs	122,765	
Total: Allowance (tenant services)	339,432	
<u>Leaseholder Services</u>		
Estimated leaseholder allowance		
Estate Cleaning	24,674	Based on 13-14 Cleaning Contractor Costs
Grounds Maintenance	5,127	Based on 13-14 GM Contractor Costs
Estate Lighting	8,832	Based on 13-14 Actuals Service Charge
Repairs	16,717	Based on 13-14 Actuals Service Charge
Total	55,350	
TOTAL ALLOWANCE	394,783	

	TMO Responsibility	LA Responsibility	Not relevant	Relevant No Dwellings	Allowance	How calculated
CHAPTER 1 : INSURANCE COVER						
Insurance cover for :						
Damage to the structure of the property						
Claims by third parties arising out of risks in or on the property						
Claims by employees of the council working in or on the property						
The loss through fire or theft of property belonging to the council						
Other risks (specify)						
Insurance cover for :						
Claims by third parties						
Claims by the TMO's staff				258	6,486	The allowance is based on the TMO's share of the council's insurance costs. This allowance does not cover the TMO's contents and buildings insurance for its own property.
The dishonesty of the TMO's staff or the TMO's officers						
CHAPTER 2 : DAY TO DAY REPAIRS & MAINTENANCE OF TENANTED PROPERTIES AND ROUTINE RE-LET OF EMPTY PROPERTIES						
Routine repairs and maintenance to the interior and exterior of occupied dwellings including repairs to common parts of flats and maisonettes (main building trades)				258	76,079	These costs are based on their own costs over the last 5 years - 08-09 to 12-13. The highest and lowest expenditure years have been excluded from the repair calculation. The repairs allowance has been calculated as well by SOR Codes to help determine which
Routine repairs and maintenance to the interior and exterior of void dwellings				258	42,720	These costs are based on their own costs over the last 5 years - 08-09 to 12-13. The highest and lowest expenditure years have been excluded from the void calculation.
Routine Electrical Repairs						Calculation included with the repairs
Gas Servicing						
Individual Heating - Not part of district heating						

Communal Cold Water Tank		
Routine responsive repairs to lifts		
Routine responsive repairs to controlled Door Entry systems		
Routine responsive repairs to communal TV Aerial systems		
Routine responsive repairs to CCTV systems		
Routine responsive repairs to warden call systems		
Security boarding of empty dwellings awaiting reletting		
Out of hours emergency repairs		

CHAPTER 2 : EXCEPTIONAL REPAIRS

Repairs to the structure of the dwelling or block of dwellings where the cost of rectifying a single defect exceeds £10,000	
Repairs to void dwellings where the cost where the costs exceeds £10,000	
One-off replacement of :	
Central heating boilers	
Gas fires	
Lifts	
CCTV Equipment	
Communal of asbestos	
Removal of asbestos	
Repairs to disabled adaptations	
One-off replacement of whole or part of dwelling or communal areas	

CHAPTER 2 : PROGRAMMED REPAIRS

Programmed external redecoration	
Programmed redecoration of internal communal areas	
Programmed pre-paint repairs	
Programmed replacement of :	
Roofs	
Windows	
Kitchen Units	

Bathroom and wc fittings	
Gas fires	
Central Heating boilers	
multi-point water heaters	
CCTV systems	
Other programmed replacement work - specify :	
Programmed servicing and safety inspections of gas appliances	
Programmed inspection and repairs to/replacement of fire safety equipment	
Programmed inspection and repairs to lightning conductors	
Testing and treating communal water tanks	
Lift inspection and follow up repair works	
Other programmed inspections and repairs/replacement arising - specify :	
Full or partial modernisation of dwellings	
Improvements to internal and external communal areas of flats and maisonettes	
Installation of central heating and calculation	

CHAPTER 2 : ESTATE SERVICES			
Programmed grounds maintenance - grass cutting / litter picking / cutting back of planting		12,334	12-13 actual service charge
Arboreal Work			
One-off grounds maintenance orders			
Programmed repairs to play equipment			
Replacement repairs to play equipment			
Cleansing to unadopted highways, footpath and other hard-surfaced areas		59,357	12-13 actual service charge
Repairs to unadopted highways, footpath and other hard-surfaced areas			

Repairs to unadopted external estate lighting		3,966	These costs are based on their own costs over the last 5 years - 08-09 to 12-13. The highest and lowest expenditure years have been excluded from the calculation.
Pest Control			
Providing a concierge service			
Repairs to disabled adaptations			
Providing a caretaking service			
Electricity supply to communal areas			
CHAPTER 2 : OTHER REPAIRS			
Routine repairs to district or group heating systems			
Exceptional repairs to district or group heating systems			
Programmed repairs to district or group heating systems			
Other routine repairs - specify			
Other exceptional repairs - specify			
Other programmed repairs - specify			
CHAPTER 2 : MANAGEMENT OF REPAIRS & MAINTENANCE			
Receiving and recording repairs		10,994	Includes all the overheads & payroll Costs related to R&M
Pre and post inspection of routine repairs		12,440	
Managing programmed repairs		6,610	
Preparation of specifications for repairs		4,604	
Preparation of specifications for improvements and modernisation		3,532	
Lettings contracts for :			
Routine Repairs		1,249	
Exceptional Repairs		1,919	
Programmed Repairs		1,249	
Management of estate services		1,919	
Improvements and modernisation		4,014	
Arranging payments to contractors		4,466	

CHAPTER 3 : COLLECTING RENTS				
Collection of rents from tenants	Y		25,129	Includes all the overheads & payroll Costs related to the rent income collection
Collection of rents from former tenants	N		0	
Collection of miscellaneous debts from tenants	Y		3,367	
Collection of rents from arrears cases	Y		656	
Notification of rents	Y		417	
Control of rent arrears		Option C		
Option C : up to passing serious cases to council				
Option D : up to and including seeking possession				
Option E : taking up full responsibility				
Legal Costs				
CHAPTER 4 : LEASEHOLDER SERVICE CHARGES				
Setting Service Charges				
Billing Service Charges				
Service Charge Collection				
Service Charges Arrears Collection				
Serving S20 notices				
CHAPTER 4 : BREAKDOWN OF LEASEHOLDER SERVICE CHARGES				
Caretaking			55,350	This amount is only an estimate and is equal to the 11-12 Actual Service Charge. This figure will be actualised once we know the service charge actuals for 12-13.
Communal Repairs				
Service Charge Collection				
Insurance				
Leaseholder Services - External Decorations				
CHAPTER 4 : ADVANCEMENT				
Advance Payment				
CHAPTER 5 : FINANCE				
Audit			1,602	Proportion Council's own audit costs

CHAPTER 6 : TENANCY MANAGEMENT			
Selection of tenants :			
Option B and C : Tmo considers only applicants nominated by the council			
Option D : Tmo considers applicants in accordance with Local Lettings Policy			
Administration of transfers	Y		
Administration of grant of tenancies	Y	7,475	Includes all the overheads & payroll Costs related to tenancy management
Management of the breaches of tenancy	Y	9,490	
Anti Social Behaviour & Harassment	Y	11,238	
Residents' disputes	Y	6,151	
Taking action to deal with unlawful occupation	Y	4,346	
Management of void dwellings	Y	3,446	
Administration of the Right to Exchange	Y	954	
Giving consent	Y	1,854	
Administration of applications to sublet	Y	633	
Administration of the Right to Succession	Y	2,011	
Right to Buy and Sales	Y	1,965	
CHAPTER 6 : OTHER HOUSING SERVICES			
Providing a warden service for sheltered accommodation for older people			
Providing a warden service for other specialist accommodation			
CHAPTER 6 : NON HOUSING SERVICES			
Committee & Communication Allowance		8,360	Flat rate payment 5,000 + 10 per property
Citrix, Iworld & Outlook - £50 per month per user		-3,600	4 users per 600

Annex L: Tenant Element of allowances

	TENANT ELEMENT OF ALLOWANCES IN DETAIL
Management of repairs and maintenance [staffing plus overheads]	Receiving and recording repairs Pre and post inspection of routine repairs Managing programmed repairs Preparation of specifications for exceptional and programmed repairs Preparation of specifications for improvements and modernisation Routine repairs contracts Exceptional repairs contracts Programmed repairs contracts Improvements and modernisation contracts Management of estate services Arranging payments to contractors Investment programme
Tenancy management [staffing plus overheads]	Administration of grant of tenancies Management of the breaches of tenancy Taking action to deal with unlawful occupation Management of void dwellings Administration of the Right to Exchange Administration of transfers Administration of applications to sublet Administration of the Right to Succession Giving consent Right to Buy and Sales Residents' disputes Anti Social Behaviour and Harassment
Collection of rents [staffing plus overheads]	Collection of rents from tenants Collection of rents from former tenants Collection of misc debts from tenants Collection of rents from arrears cases Notification of rents
Committee and communications	All
Insurance	All relevant
Audit	External
Other services	Office rent
Maintenance	Cleaning of un adopted highways, footpaths and other hard surfaces Programmed grounds/tree maintenance

Other services

Heating Fuel
Electricity
Pest control
Aerial rental

Day to day repairs

All repairs

Maintenance

Programmed servicing/inspection of gas
appliances

Lift inspections and follow up repair works
Repairs to un adopted external estate lighting
Testing & treating communal water tanks
Inspection of play equipment
Programmed inspection & repairs to lightning
conductors
Programmed external decoration
Other planned maintenance

Annex M : Summary of Repairs Costs

Financial Year	10-11	11-12	12-13	13-14	14-15	T
Amount	148,554	94,861	72,352	72,916	69,441	45

Leaseholder element						
Communal Costs	39979	18,300	12,081	16,216	15,924	62
To be deducted	11,075	5,069	3,380	4,627	4,587	17

Inflated to 12-13 - 0%	137,479	89,792				
Inflated to 13-14 - 2%	140,229	91,588	70,351			
Inflated to 14-15 - 1%	141,631	92,503	71,055	68,973		
Inflated to 15-16 - 0%	141,631	92,503	71,055	68,973	64,854	

Tenants beginning year	261	261	260	258	257	2
Leaseholders	100	100	101	103	104	
Total	361	361	361	361	361	2

Repairs Allowance	138,375	90,377	69,689	68,171	64,349	
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Chapter 5

Schedule 2

Financial Procedures

1 Principles of Financial Control by the TMO

- 1.1 The objectives of these procedures are to ensure that the finances for the TMO are fully recorded, payments only made within the guidelines approved by the Management Committee, and that monies put aside for specific purposes are used for that purpose. Tenants will be kept informed of the overall financial position of the TMO and have access to the detailed records.
- 1.2 Controls will be adopted to minimise the possibility of fraud or embezzlement.
- 1.3 The policy is designed to be:
- Forward looking by using procedures for setting up and approving budgets
 - Preventative of error or fraud by use of controls to ensure that payments are only made for legitimate reasons, and are reviewed in order to identify any irregularities. The TMO expects its members and staff to exercise sound financial management and for the TMO to be financially viable while meeting its overall objectives
- 1.4 The Treasurer has overall responsibility for ensuring that controls and procedures are suitable and applied. This statement does not absolve the officers of the TMO from their responsibilities, as directors or trustees, for ensuring that proper controls and procedures are used.

2 Changing the Procedures

- 2.1 The procedures and limits in this document may be changed in the following way:
- Proposed changes should be made in the form of an amendment to these procedures. These are to be submitted to the Management Committee for approval
 - A copy is to be sent to the Council's Tenant Management Team who has the right to veto the change
 - This can only be overridden by a general meeting of TMO members during which the views of the Tenant Management Team must be presented
 - The Treasurer is responsible for keeping financial procedures under review and recommending changes.

3 Record Keeping

- 3.1 The Treasurer is responsible for ensuring that cash transactions are recorded. Records should be updated at least every month and reconciled to the bank account. Bank transactions should also be reconciled monthly.

4 Banking Arrangements, Borrowing and Investments

- 4.1 The TMO may open any bank or building society account as it considers necessary. The TMO will inform the Council of any bank or building society account it opens
- 4.2 The Treasurer is responsible for ensuring that bank account arrangements are appropriate for the needs of the TMO. For the purpose of this document, both bank and building society accounts are called bank accounts. All such accounts must be in the name of the

TMO. The name of the bank branch, account numbers, and the names and addresses of account signatories must be advised to the Council at the same time as the bank is informed of any changes.

- 4.3 Cheques or withdrawal slips shall only be signed by the agreed signatories where the expenditure has been properly authorised. There shall be three authorised signatories to the account. All payments or withdrawals require two signatories. For amounts over £1000 one of the signatories must be an Officer of the TMO. For amounts over £5000 cheque signatories must include the Chair or Treasurer of the TMO. Unplanned spend over £2500 should be presented and agreed by the Finance Sub Committee and then ratified by the Management Committee. The bank signatories may not be related to each other, nor may they be from the same dwelling. The Management Committee must approve bank signatories and this must be recorded in its minutes. The necessary mandate forms must be completed and returned to the bank by the Treasurer. Any mid-year changes to the signatories must be agreed by the Management Committee and notified to the Council at the same time as the bank is being notified
- 4.4 The Treasurer is responsible for ensuring that a cash book is used to record the TMO's transactions and the bank statements are reconciled to the cash book within one month of the end of each quarter. The bank reconciliations should clearly identify bank charges and clearly audit any instances of transfers between accounts.
- 4.5 The Treasurer is responsible for ensuring all receipts (Payments to the TMO) and cheques issued will be promptly banked and recorded in the cash book appropriately. This work may be delegated to a member of staff. Appropriately.
- 4.6 The Treasurer shall report monthly or at each Management Committee meeting (which ever is the later), the balance at the bank for each account.

5 Major Works Account

- 5.1 The TMO has authorisation to undertake Major Works. Major works is used to external decoration works The Major Works Account is in the joint names of the TMO and the Council; The Council will pay Allowances to cover the cost of Major Works into this account,
- 5.2 The signatories of the Major Works account will be two nominated by the TMO and two nominated by the Council.
- 5.3 Payment from the Major Works account requires the authorisation of at least two signatories, one TMO board member signatory and one Council signatory.
- 5.4 Payment due can be released from the Major Works account provided that the Major Works payment has been authorised by the Council.
- 5.5 If the TMO decides not to carry out certain Major Works, the TMO will pay back the appropriate sums if the Council requests it to do so.

6 Borrowing

- 6.1 Borrowing may only be arranged if the source of funds for it to be repaid is clearly identified and set out to the persons approving it. The Management Committee must agree any such borrowing. Committee decisions should be based on expert external advice on the TMO capacity to meet repayments.
- 6.2 Loans to cover delays of up to one month in receiving the allowance from the Council may be agreed by the TMO Board. Loans to cover longer periods or greater amounts must be approved once a cash flow forecast has been sent to all committee members.
- 6.3 The maximum amount which may be borrowed may not exceed six

times the monthly allowance. The Tenant Management Initiatives Team must be advised when a Banking facility is being negotiated.

7 Investments

- 7.1 The TMO shall not, without the prior consent of the Council, invest surplus cash balances in any form of investment other than a secure short term deposit account. Any money invested shall be capable of being withdrawn by the TMO giving not more than 3 months notice of withdrawal. This is a requirement of the Management Agreement.
- 7.2 Having obtained committee approval the Treasurer is responsible for investing surplus funds after considering when the funds will be needed, possible contingencies, the returns obtainable and any penalties due on early withdrawals.

8 Budgetary Control

- 8.1 The Treasurer is responsible for ensuring the preparation of a budget. S/he shall be assisted in this role by the TMO manager. The Budget must be approved by the Management Committee before the start of each financial year and by a general meeting at the earliest opportunity.
- 8.2 The Budget must set out the sources of income, and expenditure. The Treasurer must send a copy of the budget to the Council before the commencement of the financial year. This is a requirement of the Management Agreement.
- 8.3 Changes to the budget can be made by the finance sub-Committee /management committee and subsequently approved by a general meeting. Changes are defined as anything which would cause the annual expenditure to exceed the annual allowance, a reserve in surplus to become a deficit, or any change between budget headings set out at the end of this Schedule of 10% or 10% of the annual allowance, whichever is the greater.
- 8.4 The Treasurer is responsible for monitoring performance against budget and for reporting on this to the Management Committee at every meeting or at least quarterly. The report should be as laid out at the end of this Schedule and show for each heading:
- the budget to date
 - actual expenditure to date
 - variance
 - expected total expenditure for the year
 - total budget for the year
- 8.5 The report should also include a memorandum of expected expenditure as part of the quarterly report. There shall be explanatory notes for each sub-heading in the report with detailed explanation for any under-spend or overspend or anticipation of overspend. The report will set out any items where expenditure is committed but where an invoice or other form of request for payment has not yet been received.

9 Members Expenses

- 9.1 Expenses incurred by members to further the aims of the TMO may be met by the TMO provided that such costs have been approved in advance by the Management Committee. Such reimbursements may only be for costs actually incurred.
- 9.2 General allowances shall not be paid.
- 9.3 Expenses may include travel, subsistence, and carers' allowances. Loss of earnings are not eligible for reimbursement. It is part of the constitution of the TMO that members of the committee may receive no reward for work that they perform on behalf of the association except as to their legitimate expenses.

- 9.4 When expenses are incurred by a cheque signatory, the claim must be signed by two other authorised persons.
- 9.5 Any expense which results in those sums being charged to UK income tax must be declared to the Secretary as such amounts must also be declared in the annual return.
- 9.6 TMO members of the committee must exclude themselves from meetings when a matter may be discussed or a decision made which would have financial implications for that member or a member of his/her family. They should not take part in any decision which would result in a material benefit directly to themselves, a member of their household or a member of their family.
- 9.7 Where the TMO contracts work to be performed by a tenant, it must be approved by the Management Committee. All committee members who are either related to the tenant or have a business arrangement with the tenant must declare an interest and may not take part in the discussions. Agreements for tenants to undertake paid work for the TMO must be in its minutes and the relevant name recorded. Payments will only be made on production of an invoice (PAYE or Construction Industry Tax Deductions and any other statutory deductions will be made where relevant)
- 9.8 Members may be given advanced payment for planned expenditure for work related to the work of the TMO. Such advances may not be made more than one month before the cost is incurred. Advances may not be made for the purpose of buying shares in the TMO as this would be against the law.
- 9.9 Claims for expenses by members which are not notified to the TMO within one year of their being incurred may not be claimed except at the discretion of the Management Committee.
- 9.10 Car and public transport allowances and fares shall not be paid to staff for their normal travel to work, or to TMO Board members for their normal travel to TMO Board and General meetings.

10 Orders and Payments

10.1 Orders

- 10.1.1 Written orders must be raised for any repairs or other works ordered. This is a requirement of the Management Agreement.
- 10.1.2 The designated TMO staff member/s may order work or materials up to a designated amount not exceeding £3000 provided that the work has been budgeted for and that the budget heading is not exceeded. Such staff shall be designated by the Management Committee as to their name or job position, amount, period that the authority is valid and any other conditions. Such authorisations shall be recorded in its minutes by the Management Committee and given in writing to the staff concerned.
- 10.1.3 Work or materials costing more than authorised limits must be approved by at least two cheque signatories. Such ad hoc authorisations are to be written on a copy of the order. Such authorisation may not be given by someone whose dwelling obtains a direct benefit from the work unless it is part of a programmed repair scheme already approved by the Management Committee.
- 10.1.4 Where work is to be performed by a contractor which is expected to cost more than £1000 and less than £5000, at least two quotations for the work must be obtained. Three quotes must be obtained for works to the value of £5000 to £10,000. If the lowest quote is not selected, a written explanation must be recorded on the documentation. These quotations shall be written quotations which must be kept on record.

10.2 Payments

10.2.1 Payments are made by the cheque signatories. Signatories shall sign the invoice or equivalent supporting documentation as evidence that they checked that:

- The order was authorised where applicable;
- An invoice supports the claim (except in the case of advance payments or payments for which the recipient signs a receipt); and
- There is supporting evidence that the service or goods were satisfactorily received such that payment is now due (which may be a letter of satisfaction from a tenant; or a committee member or member of staff signing the document to say that the goods or services were satisfactorily received).

10.2.2 All payments by cheque must be recorded in the cheque book stubs.

10.2.3 Spoilt cheques must be defaced and kept.

10.2.4 Cheques may not be signed unless the payee and the amount have been written on the cheque.

10.2.5 Personal cheques must not be cashed.

11 Internet Banking and Payments

11.1 Should the TMO decide to introduce internet banking, including payment of accounts by internet, it will draft a clear procedure which takes into account the requirement to minimise the risk of fraud or embezzlement and which complies with the bank's guidance on internet banking. Prior to entering into the use of the internet for banking the TMO must submit its procedure to the Council for approval. Such approval must not be unreasonably delayed

12 Payment by BACS

12.1 Should the TMO wish to introduce payment by BACS, it will draft a clear procedure which takes into account the requirement to minimise the risk of fraud or embezzlement, and which complies with the bank's guidance on internet banking. Prior to entering into the use of the internet for banking the TMO must submit its procedure to the Council for approval. Such approval must not be unreasonably delayed

13 Payroll

13.1 Payroll payments shall be made monthly. These payments must be approved by the Treasurer.

13.2 Timesheets will be prepared, signed by the member of staff concerned, and approved by either the staff supervisor or a committee member.

13.3 The Management Committee may delegate, to either a designated member of staff or Committee member, authority to approve overtime. Such a decision must be minuted and a budget set. Overtime required for an emergency repair may be authorised in arrears. Overtime must be clearly identified on the timesheet.

13.4 Full records are to be kept of tax deductions, National Insurance deductions, and other statutory deductions.

14 Petty Cash

14.1 Petty cash floats may be held by those persons whom the Management Committee sees fit. The amounts and the person's name or job title holding the float are to be minuted. The maximum petty cash holding shall be £300.

- 14.2 Petty cash floats are to be held on the imprest system. That is, at any time the float will be represented by either cash or by vouchers representing the expenditure. The cheque signatories shall reimburse the value of the vouchers presented with a cash payment. The claimant shall sign the claim form and sign a receipt for the monies reimbursed. Where receipts are not available for the petty cash expenditure, the claimant will sign a voucher stating the amount, date and purpose of the expenditure. Claimants must make every effort to obtain proof of the expenditure.
- 14.3 Except for amounts which are less than the values of the cash float authorised, all payments will be by cheque unless prior approval has been obtained from the Management Committee.
- 14.4 The Treasurer shall report annually to the Management Committee for each float:
- Who holds them
 - The amount
 - The total of expenditure incurred
- 14.5 The Treasurer has the right to conduct a surprise count of the petty cash at any reasonable time or frequency.

15 Rent Accounting

- 15.1 Rent accounts will be maintained on an appropriate computer software system. As notification is received from the bank of income received with the appropriate reference details, the credit will be manually posted onto each account within three working days.
- 15.2 Housing benefit credits will be posted onto each account within three working days of receipt of notification from Southwark Council.
- 15.3 Every tenant may request a rent statement at any time. Rent statements will be sent quarterly to every tenant.
- 15.4 A rental income report will be submitted to the Management Committee quarterly detailing the level of rent collection on each account (not identified), the level of arrears and action taken on each account.
- 15.5 Rent records must never be destroyed.
- 15.6 The Management Committee shall authorise bad debts which need to be written off. This must be recorded in the minutes.

16 Other Income

- 16.1 The TMO Estate Manager shall raise an invoice to the Council quarterly for the amount due under the agreed management and maintenance allowance.
- 16.2 Monthly, the Estate Manager shall review all job tickets for rechargeable repairs and raise invoices as appropriate.
- 16.3 Where work is being recharged, the cost of materials and stores consumed and work shall be at current replacement prices.
- 16.4 A Committee member shall approve the invoices before dispatch.
- 16.5 Credit notes shall be authorised in the same way as a cheque.

17 Security of Cash

- 17.1 The TMO does not accept rent payments in cash at the TMO offices
- 17.2 The TMO shall aim to minimise the amount of the TMOs cash in the TMO office or in the charge of TMO staff or members
- 17.3 No one person or location shall hold more than £300 in cash over a normal banking day.
- 17.4 The Treasurer will report annually on:
- the maximum amount of cash held which was not placed on deposit after 10 banking days
 - the average rate of interest obtained for cash held on deposit
 - details of the number of staff employed, their job titles, and any changes during the year
 - A summary of each contract for works costed at more than 1% of the annual allowance, setting out the nature of the contract, start date, completion date, pre-contract estimate, and the estimated final cost

18 VAT

- 18.1 Procedure for VAT will comply with the requirements of HM Revenue and Customs.

19 Insurance

- 19.1 The TMO will arrange insurance with an insurer approved by the Council, to a level that the Council may reasonably require covering the following risks arising out its obligations under this Agreement:
- a) claims by third parties (public liability insurance);
 - b) claims by the TMO's Staff (employer's liability insurance);
 - c) the dishonesty of the TMO's Staff or the TMO's officers (fidelity guarantee insurance);
 - d) the loss through fire or theft of property belonging to the Council in or on the Property which the TMO has custody of because of its duties and responsibilities in this Agreement, with the exception of items covered by the Council under Clause 7.1d above
 - e) office insurance including business disruption and legal expenses
 - f) such other risks in respect of the TMO's responsibilities under this Agreement as the Council may from time to time reasonably require.

20 Surplus Fund

- 20.1 Surplus or deficits for prior years transfers to or from current years costs met out of reserve fund (items costing over 1% of the annual allowance to be separately itemised) Costs met out of surplus fund.

21 Financial Statements

- 21.1 The TMO will follow best practice and produce an annual audited financial statements.
- 21.2 The TMO manager shall provide the TMO Board with monthly statements of income and expenditure against each of the budget heads. At each committee meeting the TMO manager shall provide for each budget head:
- a statement of actual and committed expenditure and income for the month and to date
 - a report on actual and committed expenditure compared with the budget profile to date and any over/under spend against budget

22 Quarterly Financial Performance Report for Management Committee

Narrative	Budget to Date	Actual Expenditure	Variance or Contracted	Committed Total for the Year	Predicted Outturn
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INCOME

- Estate Services including cleaning, window cleaning, gardening, paladins
- Repairs and maintenance allowance
- Management allowance
- Other allowances
- Other non financial income (e.g. recharged work)
- Other income (e.g. interest received)

TOTAL INCOME

EXPENDITURE

- Repairs
- Employee costs
- Materials
- Contractors
- Other costs
- Cleaning and caretaking
- employee and staff costs
- materials contractors other costs
- Administration employee and staff costs, rent, other costs
- Fixed assets Purchases individually listed if costing more than 1% of annual allowance
- Others by categories of type of asset e.g. office equipment, cleaning equipment tools for repairs

TOTAL EXPENDITURE

Chapter 5

Schedule 3

Accounts, Annual Return, Community Interest Company (CIC) Report and Audit

D'Eynsford TMO is a Community Interest Company registered under the Companies Act 2006. The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of: the annual reports; annual returns; and the annual statements of account.

1 Annual Accounts

1.1 Within three months of the financial year-end, the Treasurer shall ensure that an income and expenditure account and a balance sheet are produced for the past financial year.

1.2 The accounts must be signed by the Chair, Secretary and Treasurer to indicate their satisfaction, and that they present a true statement of the affairs of the Association. The accounts must be presented to the TMO's annual general meeting.

1.3 A signed copy of the audited accounts must be sent (CICs can not file accounts online) to Companies House within six months of the year-end. A signed copy of the audited accounts must be sent to the Council within six months of the year-end.

1.4 As a minimum, the Council requires the accounts to include the information set out in Annex A. It is required by the Management Agreement that a comparison is provided between the costs authorised by the TMO and the allowances, any liabilities are provided for, and that the reserve and surplus funds are shown.

1.5 When preparing the accounts and annual return, consideration must be given to Statements of Auditing Standards. Attention is also drawn to Auditing Standards and Guidelines with particular reference to the Auditor's Operational Standard and to the Guidelines headed 'Accounting Systems' and 'Internal Controls'. Negative values shall be shown in brackets.

1.6 Accounting information should be in such detail as to provide the requisite level of analysis and, as a minimum, the annual accounts must include income and expenditure for those headings listed at the end of Schedule Two of this chapter (Financial Procedures), which is required for quarterly reports to the Management Committee.

1.7 The annual accounts or their notes shall contain a statement of the accounting policies. The accounts shall be prepared on an accruals basis using historic cost accounting conventions.

1.8 The annual accounts must include income, exclusive of VAT, comprising of allowances, insurance repair work, rechargeable work and other fees

1.9 Any amount charged to revenue to provide for renewal of fixed assets shall be separately shown, even if it is also shown under depreciation. The amount charged shall be clearly reconciled to the balance sheet amount for depreciation

1.10 Fixed assets will be depreciated over their useful lives.

1.11 Stores will be valued at the lower of cost or net realisable value. Stores will be used on a first in first out basis. (Note that this is for the purposes of accounting only)

1.12 Any material transactions which are not of a sort normally undertaken by the Association or otherwise of an exceptional or non-recurrent nature

1.13 Any material change in accounting policy

1.14 Any special circumstances which affect liability in respect of taxation of profits, income or capital gains for the financial year or succeeding financial years.

1.15 The basis for computing the corporation tax charge in the accounts.

1.16 Staff costs shall include:

- Salaries
- Wages
- Accrued holiday pay
- Redundancy pay
- National insurance contributions
- Ordinary superannuating contributions
- Industrial training levy

1.17 Payments to committee members shall include any payments paid to or receivable by any committee member either in cash or in kind. This includes expenses paid by way of an allowance, but not those which meet the actual cost incurred. This includes payment made for loss of office and pensions.

1.18 Any material contingent liabilities not provided for must be estimated and an outline of the circumstances given.

1.19 Liabilities which are secured on the TMO's assets shall be separately stated.

1.20 The aggregate amount set aside for capital works contracted but not provided and the amount that the Management Committee has authorised.

1.21 Investments held at the year end, including the name of the investment company, the type of the investment, and the amount.

1.22 Any other financially significant matters.

1.23 Abbreviated annual reports

Each year a summary of the annual report must be sent out to all tenants. The contents of this is at the discretion of the Management Committee, but must contain the total of expenditure during the year, the surplus or deficit for the year, the total reserves held and a statement that the detailed accounts are available on request.

2 Audit

2.1.1 The audit must comply with the relevant statutory provisions contained in the Companies Act 2006.

2.1.2 The auditor shall be appointed annually by the members. In the case of any auditor qualified under Section 7 of the 1968 Act, then the provisions of Sections 5 and 6 apply to the auditor's appointment or removal. The Management Committee is obliged every four years to obtain quotations for the work and assess the level of service provided. It is at the Management Committee's discretion to recommend to the members that the contract with the existing auditors should be extended.

2.1.3 The name of the auditor shall be available to members from the minutes of the meetings.

2.1.4 The auditor shall be invited to all General Meetings and shall be given access to the books and accounts and all other information that s/he might reasonably require.

2.1.5 The audit report must be framed with regard to approved auditing standards and must be signed. It must state that it is in accordance with the relevant section of the Companies Act 2006

2.1.6 The Treasurer is responsible for ensuring that the accounts and audit report are available in time for the TMO Secretary to submit them to the Financial Services Authority with the annual return.

2.1.7 An abridged version of the accounts and audit opinion must be sent to all members. A full set shall be available from the registered office on request to members. The contents of the auditor's management letter must be made available to all members of the Management Committee. In the first instance, it shall be sent by the auditors to the Chair of the Management Committee. Within one month a copy must be sent to the Council.

2.2 Other Matters

Under the various laws:

- The books of accounts must be kept in line with statutory requirements.
- The records to support individual accounting transactions must be kept for seven years.
- Records to prove that controls were applied over the affairs of the Association must be kept until the audit opinion has been signed for the year to which they relate.

3 Provision of Information

3.1 The TMO and the Council will provide timely financial information to enable the other party to carry out its responsibilities under the Agreement. This will include:

- Accounting information set out in such a way as to enable accurate service charge billing and collection for leaseholders (and tenants service charges where relevant) laid out in a format that is compatible with the Requirements of the Schedule to Chapter 4 of the Management Agreement.
- Budget forecast before the beginning of each financial year.
- Audited accounts within 6 months of the end of each financial year.
- Quarterly revenue statements within 6 weeks of the end of each quarter.
- Quarterly rent collection reports within one month of the end of each quarter.

3.2 The Council will provide the TMO with an estimate of the management and maintenance allowances for the forthcoming financial year at least 6 weeks prior to the start of the financial year to enable the TMO to compile its budget. If there is any proposed significant change, the Council will consult with the TMO as soon as is practically possible and give due consideration to phasing over a period of years any significant decreases in the allowances which are likely to have an impact on the provision of services by the TMO.

4 Reserve Fund

4.1 The TMO has a Reserve Fund to enable it to exercise its Management Functions under this Agreement through meeting the following potential liabilities:

- Anticipated costs in future years resulting from under-spending on repairs and services.
- Known commitments for future work instead of or in addition to a major Works account.
- Contingency against costs arising from unforeseen circumstances.

4.2 The TMO's auditor will certify that any amount put into the Reserve Fund is an adequate amount to put aside. The Reserve Fund will be shown on the TMO's balance sheet at the end of each financial year.

4.3 If a credit balance remains in the Reserve Fund when this Agreement ends, the balance will be paid over to the Council.

5 Surplus Fund

5.1 If the Annual Accounts show a surplus of assets over liabilities, the balance will be transferred either to the Reserve Fund or the Surplus Fund. The normal practice should be for the balance to be transferred to the Reserve Fund unless a sound business case has been made for transferring to the Surplus Fund.

5.2 The TMO will report on the Surplus Fund at the Annual general meeting and the Surplus Fund will be shown on the TMO's balance sheet.

5.3 The Surplus Fund can be used for any purpose permitted by the TMO's Constitution, including the production of accounts. Any balance in the Surplus Fund will be carried forward from one year to the next.

5.4 The TMO will consult on the use of its Surplus Fund with all of its membership either through a General Meeting or at the AGM or through a survey or such other method it deems appropriate.

5.5 The Surplus Fund should be incorporated into the TMO's Business Plan and used to enable the TMO to improve services, strengthen capacity and promote resident involvement.

5.6 If a Surplus Fund balance remains when this Agreement ends, the Fund will be used at the direction of the TMO within 12 months of the ending of this Agreement and the TMO will inform the Council of its decision.

5.7 If the TMO is wound up or dissolved, any balance in the Surplus Fund remaining after the satisfaction of all the TMO's debts and liabilities will be disposed of in accordance with the TMO's Constitution.

6 Restriction on Investments

6.1 The TMO shall not, without prior consent of the Council, invest surplus cash balances in any form of investment other than a secure short-term deposit account. Any money so invested shall be capable of being withdrawn by the TMO giving not more than 3 months notice.

7 Timetable

Month	Action
Dec	Information for calculating allowances to be provided by the Council
Dec	Draft budget prepared.
Jan	Draft budget agreed by Management Committee.
Jan	Budget of expenses, which will be recharged to leaseholders to be submitted to the Council
31 March	Financial Year End
1st April	Abbreviated budget and highlights presented to members with statement that full details are available on request.
1st April	Budget submitted to Council.
Monthly	Treasurer to report balances held at bank and deposits to Management Committee.
Monthly	Treasurer to ensure that books of accounts are written up and that cash book is reconciled to the bank statement.
Quarterly + 1 month	Treasurer to report to Management Committee on budget performance as described in Appendix 2.
Quarterly + 6 week	Quarterly revenue report and performance indicators to be submitted to the Council.
May	Draft accounts to be available.
May	Accounts to be signed by Chair, Secretary and Treasurer.
June	Financial performance indicators to be published and sent to Secretary of State, the Council, every tenant and every leaseholder.
June	Accounts to be audited.
30 June	Accounts, audit report, statistical return and annual return sent to Companies House
July	Information for Actual Service charges to be provided to the Council
Sept	Accounts, annual report, audit report and management submitted to the Council
Sept	Abbreviated annual report to be sent to residents with statement that full report is available on request.
Sept	Review of performance indicators with the Council.
Sept	Hold Annual General Meeting (28 days prior to this agenda to be sent (on to all members). Annual General Meeting to include report of Review Meeting
5 years	Council shall review the TMO's standards of financial control and financial viability.

NB: All tasks must be done by the end of the month shown but can be done in earlier months.

Chapter 5
Schedule 3 Annex A

Accounting Information

1 Income and Expenditure

Income

- Local Authority allowances or contributions (See Note 2)
- Share sales
- Income from residents
- Investment Income
- Donations
- Other Income

Expenditure

- Repairs and Maintenance & Cleaning Expenses
- Management Expenses
- Interest on loans and overdrafts
- Other Expenditure

Surplus (deficit) for year

- Movements to and from reserves

2 Balance Sheet

Fixed Assets

- Equipment fixtures and fittings
- Office furniture and equipment
- Vehicles

Current Assets

- Investments
- Allowances owed
- Other Debtors
- Cash at bank and in hand
- Other current assets

Less Current Liabilities

- Bank loans and overdrafts
- Other short term loans
- Sundry Creditors
- Other current liabilities

Net Current Assets

Represented By

- Share Capital
- Major works fund
- Reserve fund
- Surplus fund

3 Notes to the Accounts

Note 1 The accounting policies.

Note 2 The sources of income shall separately identify:-
General management
- Lessee only services
- Tenant only services
- Services to all residents
Special services
Repairs & maintenance
- Day-to-day/general R&M (including internal decs)
- Cyclical repairs (including external decs & structural repairs)
Rents, rates, taxes & other charges
- Lease rentals
- Council tax on vacant property
- Rates/water rates on non-HRA dwellings
Committee & communications
Other non-financial income (e.g.; recharged work)
Other Income (e.g.; interest received)
Total as in the accounts

Note 3 The management expenses shall separately identify:-
Repairs:
Employee Costs
Materials
Contractors
Other Costs

Cleaning, caretaking, and green services:
Employee Costs
Materials
Contractors
Other Costs

Administration:
Employee Costs
Rent
Emoluments of Committee Members
Remuneration of Auditors
Depreciation (see also Note 5)
Other

Total (reconciling to the figure in the accounts)

Note 4 Fixed assets. These are to be shown by categories of type of asset that is: office equipment, cleaning equipment, tools for repairs, vehicles etc.
- Value at cost at start of year.
- Purchases individually listed if costing more than 1% of annual allowance less disposals during year,
- Purchases individually listed if costing more than 1% of annual allowance.
- Cost values at end of year.
- Depreciation at start of year.
- Provision during year less adjustment for disposals.
- Total depreciation at end of year.
- Book amount at end of year per balance sheet.

- Note 5 Loans are to be broken down as follows:
- Secured long term loans
 - Unsecured long term loans
 - Loans made by shareholders
 - Bank and other loans and overdrafts
- For each material loan indicate the dates or periods of repayment of loans and the method of repayment e.g.: whether by annual or other periodic instalments or upon maturity.
- Note 6 Analysis of investments.
- Name of investment, maturity in periods of three months and market value if different.
- Note 7 Financial or other fees and advantages of committee members
- For services as committee members
 - For other services
- Note 8 Financial or other fees and advantages of employees (emoluments).
- The number of employees with several financial or other fees and advantages, excluding pension scheme contributions, in bands or £5000 multiples.
- Note 9 Members and share capital.
- Number of members and paid up share capital:-
- At the beginning of the year
 - Admitted during the year
 - Membership ceasing during the year
 - At the end of the year
- Note 10 Movements in reserves. For each type of reserve or surplus fund, excluding depreciation:-
- Surplus or deficits for prior years
 - Transfers to or from current years
 - Costs met out of fund (items costing over 1% of the annual allowance to be separately itemised).
 - Surplus or (deficit) carried forward
- Note 12 Details of Management Committee members and Officers during the year:-
- Names and office of officers during the year
 - Name and address of auditors
 - Name and address of the TMO's bankers
 - Names of committee members and their period of office during the year.

Chapter 6:

Schedule 1

Introductory Meetings for Housing Applicants **Clause 1**

1. The London Borough of Southwark's Allocations Officer will verify whether there are any applicants interested in any vacant property on D'Eynsford Estate through the Council's Choice Based Lettings Scheme.
2. D'Eynsford Estate TMO will supply a stock of introductory letters or leaflets to the Council explaining about the TMO and its role.
3. D'Eynsford Estate TMO will be advised when viewings are going to take place and the TMO Manager or a member of staff will aim to accompany all applicants on viewings.
4. D'Eynsford Estate TMO will be notified of the applicant's contact details as soon as the Council has offered the property to the applicant. An appointment will be made with the applicant to attend the TMO office to sign the tenancy agreement, collect the keys and attend an introductory meeting with the TMO Manager and where possible an TMO committee member.
5. The introductory meeting will be used as an opportunity for the new tenant to find out more about D'Eynsford Estate TMO's policies, procedures and services and how the TMO is working on behalf of the Council through a Management Agreement. It will also be an opportunity to encourage prospective applicants to become a member of the TMO by completing a membership application form
6. Any applicant for housing who does not attend an introductory meeting will be told that they will **not** be excluded from being considered for the allocation of the property.

Chapter 6: Schedule 2

Selection of Tenants Policy and Procedure Clause 3

Option A: The Council selects tenants of vacant **Property dwellings** in accordance with its published allocation scheme, with no involvement on the part of the **TMO**.

Choice Based Lettings

LB Southwark operates a Choice Based Lettings system

The Council is responsible for maintaining the Housing Register and managing the Choice Based Lettings system including:

- Advertising available properties and selection criteria
- Providing feedback to bidders
- Ensuring information published about properties is accurate
- Providing neighbourhood information
- Publishing the lettings results
- Meeting the needs of applicants and potential applicants from vulnerable groups
- Providing advice and support to customers on using the Choice Based Lettings system

The Council advertises vacant property on the estate and produces a shortlist of applicants for the property. D'Eynsford Estate will select the applicants to whom the property is offered in accordance with LB Southwark's Lettings Policy.

Applicants for council housing are required to register on the Council's Housing Register. Applicants are assessed according to criteria outlined in the Council's Lettings Policy and assigned into one of four priority bands.

When a property is advertised, applicants will be shortlisted according to highest priority and date registered on the Housing Register.

When a property becomes vacant on the estate and the void property has a ready to let date, the TMO will fax, post or email the property details to the Housing Options team.

Selection Procedure

Within 5 working days the Housing Options team will draw up a shortlist of applicants for the property and will write to each applicant;

- Informing them that they have been shortlisted and their position on the shortlist
- Enclosing details of the property and further information about the TMO (including contact details)
- Telling them that they will shortly be contacted the TMO to arrange a time to view the property with representatives of the TMO.

In accordance with the Council's Lettings Policy, applicants will be informed that failure to view to the property will result in their application being withdrawn.

Within 2 working days of receiving the shortlist of applicants, the TMO will write to the applicants with details of when they can view the property, and provide further information about the TMO and its role in managing the block.

The TMO will give Housing Options at least 5 working days notice of the viewing times in order to enable attendance by a representative of the Housing Options team.

The viewing of the property will be carried out in accordance with the TMOs and the Council's Equal Opportunities and Confidentiality policies.

The Council will make available to the TMO all information about applicants for the property which Council allocation officers would have access to.

The TMO will inform Housing Options before offering the tenancy to an applicant, who will be the applicant with the highest priority.

The TMO will write to the successful applicant to inform them they will be offered the property within 2 days of the viewing.

The Council will write to unsuccessful applicants informing them that they have not been offered the property and informing them of their right to appeal against this decision.

The Council may overrule the decision of the TMO in exceptional circumstances, for example;

- The Council believes the TMO has made an incorrect decision on the basis of agreed criteria
- The TMO has unreasonably failed to make its selection within the agreed timetable
- the property is required for person in urgent housing need
- New information arises in respect of the housing circumstances of the selected applicant

In such a case, the Council will provide a detailed explanation of its decision to the TMO within 2 working days of it being made.

Prior to granting a tenancy, the TMO will provide the selected applicant with details of the;

- Property
- Lettable minimum standard
- Tenancy agreement
- Sign-up procedure

and offer them opportunity to become a member of the TMO. The TMO will also ensure that outstanding repairs issues are addressed.

Monitoring

The TMO will keep the written records of all correspondence/notes of communications with applicants and Housing Options regarding the letting for at least one year after the interview date.

The TMO will make these documents available to the Council on request.

A representative of the Council's Housing Options Team may attend the viewing of the property.

Chapter 6

Schedule 3

Introductory Tenancies Policy and Procedure

Clause 5 Option C

1 INTRODUCTION

- 1.1 The Housing Act 1996 Section 124 gives Local Authorities discretionary powers to establish introductory tenancies within their areas.
- 1.2 On 29/7/03, following consultation with Neighbourhood Forums and Tenants Council, the Council's Executive agreed that introductory tenancies should be implemented in October 2003 with a review after one year.

2 BACKGROUND

- 2.1 This policy and procedure guide is based upon the statutory provisions of the Housing Act 1996 and the good practice guidance of the LGA Introductory Tenancies Working Group.
- 2.2 Section 124 of the Housing Act states 'every periodic tenancy, shall, if it were otherwise be a secure tenancy, be an introductory tenancy (from the implementation date) unless
- immediately before the tenancy was entered into the tenant was a secure tenant of the same or another dwelling-house or
 - an assured tenant of a registered social landlord (RSL)
- 2.3 Section 125 states that the 'trial' period is for one year extended by the duration of any proceedings for possession if commenced within that year. Provided that the Council has not commenced possession proceedings the introductory tenancy automatically becomes a secure tenancy on the expiry of the one year trial period.
- 2.4 The main difference between a secure tenancy and an introductory tenancy is the legal process if the tenant breaches of their tenancy agreement, normally for rent arrears and/or anti-social behaviour.
- 2.5 A secure tenancy can only be ended by the County Court if the judge considers it 'reasonable' to do so: it is therefore at the court's discretion. Ending an introductory tenancy is mandatory for the court so long as the landlord has correctly followed procedure and undertaken an internal review process (if requested by the tenant). In this sense an introductory tenancy is 'less' secure.
- 2.6 There are also other 'rights' that do not become effective until after the expiry of the trial period. The table below shows the main similarities and differences between introductory and secure tenancies:

Right	Secure Tenancy	Introductory Tenancy
Succession to family members	Yes	Yes
Right to Repair	Yes	Yes
Right to be consulted on housing management issues	Yes	Yes
Right to Assign	Yes	Yes
Right to Buy	Yes	No (period counts towards discount)
Right to take in lodgers	Yes	No
Right to sub-let	Yes	No
Right to improve	Yes	No
Right to exchange	Yes	No
Right to vote prior to transfer to new landlord	Yes	No
Right to be consulted on delegated housing management	Yes	No
Right to participate in housing management contract monitoring	Yes	No

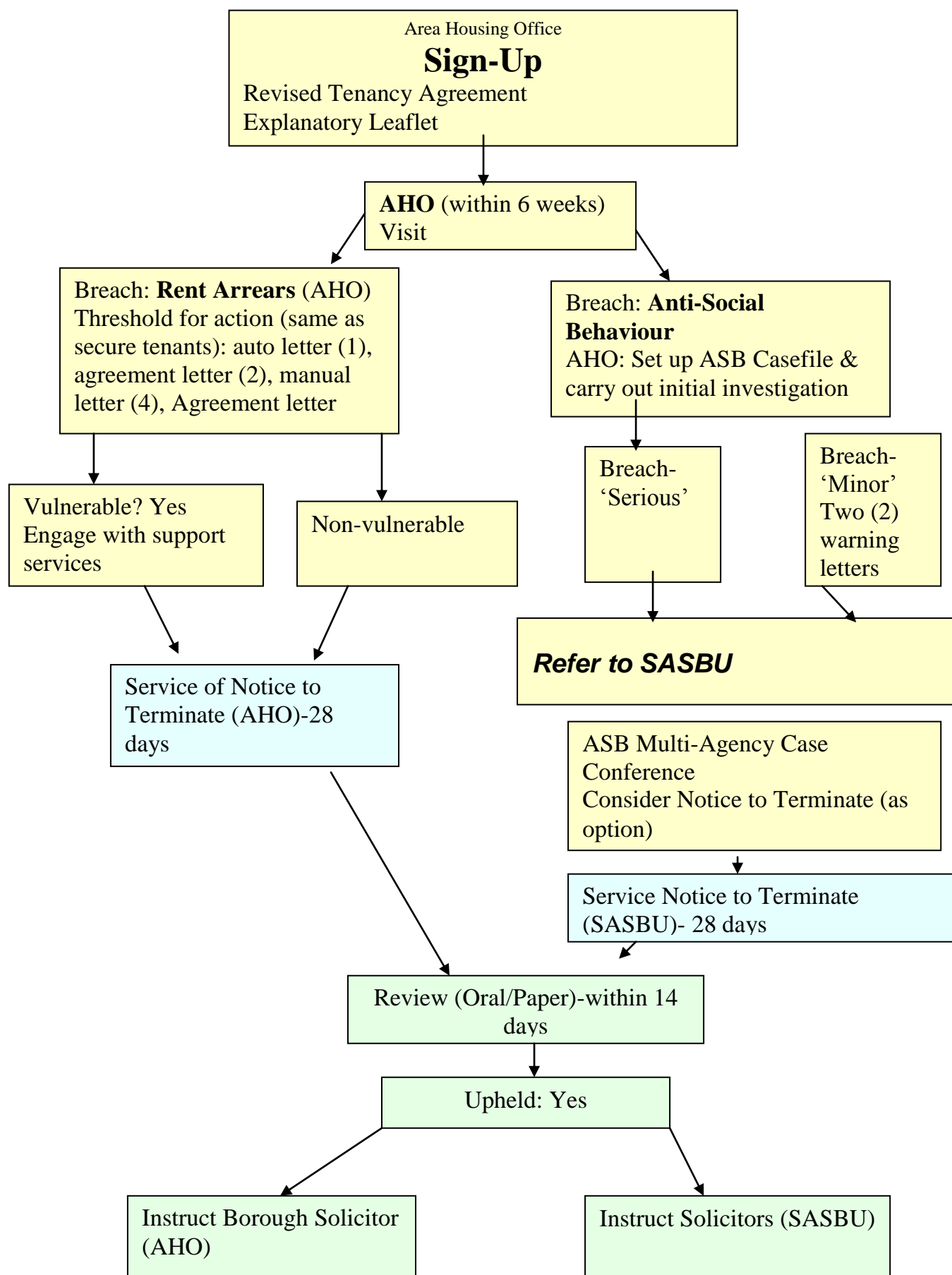
3 POLICY

- 3.1 The overall policy for managing breaches of both introductory and secure tenancies is that any action should be timely, proportionate and transparent using an escalation of interventions. The procedures for dealing with introductory tenants uses the framework of the existing 'Into the New Millennium Rent Policy & Procedure Guide' and the 'Tackling Anti-Social Behaviour Taking on the Case Procedure' for the initial action but differs in the legal approach.
- 3.2 A Notice of Termination (NTT) (see Appendix B) is served (rather than a Notice Seeking Possession) when a tenant breaches their tenancy agreement and warning letter(s) do not remedy the breach by the tenant. The NTT provides a right for the tenant to request an internal Review. Once this has been undertaken and if the decision to end the tenancy is confirmed the County Court must grant an Outright Possession Order (OPO), subject to being satisfied that the NTT and the review procedures were properly carried out.
- 3.3 The Notice of Termination is therefore a significant legal document which will result in eviction if upheld upon Review or not challenged by the tenant.
- 3.4 In deciding whether such a Notice is appropriate the vulnerability of the tenant must also be taken into account and addressed. Vulnerability can include the following:
- a) as defined by Section 189c Housing Act 1996
 - b) 'in need' as defined by the Children's Act 1989
 - c) assessed as needing services under the National Health Service & Community Care Act 1990
 - d) those who do not speak English as their first language
 - e) disability- as defined by the Disability Discrimination Act 2002
- 3.5 In cases of anti-social behaviour case officers must also be aware of malicious allegations based upon prejudice.

4 PROCEDURE

- 4.1 The starting point for the introductory tenancy scheme is the revised tenancy agreement and the sign-up procedure. The tenancy agreement has been amended to include a clause on introductory tenancies.
- 4.2 The meaning of the introductory tenancy must be fully explained at the sign-up stage, using the Introductory Tenancy leaflet, so that new tenant(s) clearly understand the Council's strategy and powers for dealing with anti-social behaviour and rent arrears and the consequences of breaching the clauses in the Introductory Tenancy.
- 4.3 The tenancy check list should be completed to confirm that this has been done and the leaflet 'Introductory Tenancies' given to the tenant. The leaflet includes information about the terms of the tenancy agreement, the provisions of the Act and the provisions of the Landlord & Tenant Act 1985 as they relate to the landlord's repairing obligations.
- 4.4 The existing six-week follow up visit should be used to both assist the tenant in their early days of moving into their new home and to reinforce levels of expectation regarding the conduct of their tenancy.
- 4.5 The procedure for rent arrears and anti-social behaviour take different routes to the service of a Notice of Termination should this be necessary as illustrated by the following process map:

PROCESS MAP



5 RENT ARREARS PROCEDURE

Cross Reference with 'Into the New Millennium Rent Policy & Procedure Guide' (Italicised)

- 5.1 The arrears IT system (IHS) generates one automatic letter when arrears first occur on the rent account. If the arrear continue to increase or there is no contact then the officer should send a personalised 'Letter 4' making a specific appointment (see Appendix A). This should be done before an account gets more than four weeks in arrears, if payments are irregular or water rates are not being paid. (Pg 32/ 2 The Process paras 2.1 & 2.2)
- 5.2 Should the tenant
- fail to keep the appointment
 - fail to clear the debt
 - breach any agreement they have made

then a Notice of Termination should be served (this is the same threshold for an NSP)

6 ANTI-SOCIAL BEHAVIOUR PROCEDURE

Cross Reference with the 'Tackling Anti-Social Behaviour Taking on the Case Procedure' (Italicised)

- 6.1 Initial complaints against an introductory tenant should be investigated in the same way as complaints against secure tenants (as with rent arrears). An anti-social behaviour casefile should be set up; the victim and the perpetrator interviewed and local resolution attempted using the action plan process. (Sections 2,3 & 5)
- 6.2 It is important that the timescales in the procedure are kept to with the review meeting after 28 days the opportunity to decide whether or not a Notice of Termination is appropriate. If the (alleged) perpetrator is not co-operating or despite a warning letter there has been no improvement in the behaviour then the case should be immediately referred to Southwark Anti-Social Behaviour Unit (SASBU) using the referral form in the ASB casefile. (Pgs 13-15)
- 6.3 SASBU will convene a problem-solving case conference at which the option of serving a Notice of Termination will be considered. The threshold for service will be the same as for a Notice of Seeking Possession (NSP).
- 6.4 In both rent arrears and anti-social behaviour cases the service of a Notice of Termination should be considered where a Notice Seeking Possession would be served on a secure tenant.

7 NOTICE OF TERMINATION & REVIEW PROCESS

- 7.5 There are no provisions for Suspended Possession Orders against introductory tenants and a Notice of Termination should be served on the understanding that the court must grant a Possession Order and that eviction must be enforced unless the tenant applies for a Review and the senior officer/Review Panel do not agree to issue proceedings.
- 7.6 Service of a Notice of Termination the notice and accompanying information leaflet must be carried out by hand. A copy of the notice should be retained on the house file signed and dated by the officer who served it confirming it was served by hand. The notice will include the following information
- The reasons for the decision to apply to the Court for a Possession order
 - Information on the tenant's right to request a review of the Councils decision
 - Details of when legal action will commence if the review decision is not in the tenants favour
 - The date by which a review will be completed and when the tenant will be notified of the result

- 7.7 The tenant must be made aware of their rights to request a review and a standard reply form 'Request for Review' must be included with the notice. (See Appendix D) The principles of the Review process apply to any circumstances in which Possession Proceedings are being undertaken against an Introductory Tenant.
- 7.8 Once a Notice to Terminate has been served we must wait until it is known whether a tenant wishes to exercise their right to review and for the notice to expire before we proceed with an application to the Court. The tenant has fourteen (14) days from the date of service in which to request a review.
- 7.9 A request for a Review will be made to the Area Housing Office/SASBU/central operations manager using the completed template (see Appendix E), for the necessary meeting arrangements to be made and for the AHO/SASBU and panel officers to be notified.
- 7.10 The AHO/SASBU/central operations team will notify the introductory tenant of the date, time and place of the review hearing ten days prior to the hearing enclosing a bundle of evidence to be relied upon at the hearing (including the AHO/ SASBU Report for the Review) (see Appendices G & H) . The review must be completed before that date given to the tenant as that date after which proceedings are due to commence (see procedure on Service on Notice of Termination). Although review requests would normally be made by the introductory tenant themselves, requests can be made by others acting on the tenants behalf e.g. in cases where the tenant is vulnerable and has special needs or for whom English is not their first language. The request for Review should however be countersigned by the tenant themselves.
- 7.11 If following service of Notice the tenant has not requested a review within the 14 day period the tenant should be immediately advised in writing that on the expiry of the notice their case will be referred to Court. (See Appendix F)

8 REVIEW

- 8.1 The review will usually be conducted as a 'paper' review by the authority unless the tenant informs the authority that they wish to have an 'oral' hearing. At an oral hearing the tenant or their representatives will present their review in person calling on witnesses as they see appropriate.
- 8.2 In either case the tenant should complete the Request for Review form (see Appendix D) which was included with the Notice. They should be advised to set out the basis they have for seeking the review. If requesting an oral hearing the tenant should advise the authority if they are to be legally represented.
- 8.3 The Authority will need to take into account the fact that presenting a case to a review panel may be a daunting task for a tenant. Others may find it difficult to frame a convincing written case because they are illiterate or have learning difficulties. The review process should take these facts in to account and permit the tenant to seek whatever reasonable support they wish to enable them to present their case.

9 Preparing for a Review

- 9.1 On receipt of a Request for Review the housing/resident officer or income officer or SASBU officer will check that the form has been completed fully by the tenant and establish the type of hearing requested. The review request should be logged and the central operations manager advised so that a review hearing date can be arranged.
- 9.2 A Case History should be completed by the income officer in arrears cases or by the appropriate SASBU officer in other cases. (See Appendix H) The case history will include a summary of the action that has been taken and the reasons why a Possession Order is being sought. The case history should be comprehensive outlining all relevant facts to the case. Only those details included in the case history can be used as evidence at the panel

hearing. Hearsay evidence can be used but again must be included in the case history. The case history should be checked and countersigned by the housing/resident manager or SASBU manager who will forward the documentation to the central operations manager to arrange the Tenancy Review Panel hearing date or a senior officer paper review.

- 9.4 In anti-social behaviour cases care must be taken not to distribute confidential documents including third party, agency or witness statements where permission has not been given for these to be used. The presentation of evidence should be the same as that for a court hearing and should be bundled up by SASBU's solicitors. The SASBU manager will arrange for this documentation to be sent to the tenant along with the confirmation of the arrangements for the hearing.

10 Arranging Review Dates

- 10.1 At least ten days notice should be given of the review date to allow the tenant to prepare their case. Adequate time should be set aside to deal with more complex cases especially where this might involve anti-social behaviour. Where a case involves both rent arrears and anti-social behaviour the relevant housing operations manager and SASBU manager will agree who is the lead.

11 Presenting the Case

- 11.1 The officer presenting the case should be senior to the officer who made the decision to serve a Notice to Terminate. Under the Scheme of Delegation (see Appendix G) an income/housing/resident officer can make the decision to serve a Notice to Terminate. Presentation of case at a panel hearing will be by a Income Team Leader or housing/resident manager. For anti-social behaviour cases it will be a senior ASB officer.
- 11.2 The chair of the Review Panel will outline to all parties the procedure to be followed for the hearing. The officer (as above) will present a summary of the evidence against the tenant to the review panel. In the case of an oral hearing the Introductory tenant or his/her representative will then have the opportunity to question the officer about the evidence presented. The panel will then question the officer on the action that has been taken and the reasons why possession has been sought. The review panel will use this opportunity to clarify and record any issues of concern.
- 11.3 The Introductory Tenant with his/her representative will then present their case and call any witnesses with supporting evidence. The officer will also have opportunity to question the introductory tenant on the evidence he/she has given to the Review panel. The Panel will then be able to question the introductory tenant and their witnesses to verify the facts and resolve any areas of dispute. The officer will make a final statement to the Panel on the case against the introductory tenant. The introductory tenant or his/her representative will then be asked to make a final statement.
- 11.4 In cases where the tenant fails to attend the hearing the review panel can decide whether it is appropriate to continue with the review. The introductory tenant should be allowed to apply for a postponement in exceptional circumstances but only if a review date and notification of the decision can be carried out before the end of the prescribed notice period.

12 The Tenancy Review Panel

- 12.1 The composition of the panel may vary according to the type of case being considered at review. Generally the Review Panel will consist of one housing/resident manager, one representative from SUSTAIN and another manager.
- 12.2 The authority must ensure that the review procedure is carried out by an 'independent' person or body within the local authority and not by any person involved in the original decision to seek possession. Any manager/officer sitting on the Panel should not be involved in the direct management of the cases on which they will make a review decision.

- 12.3 The Panels role to consider the facts before it and confine their deliberations to matters which are relevant to the authority's decision .The purpose of the review panel is to ensure that

- The notice has been correctly served including all the relevant information.
- The case has been handled correctly at all stages and in line with the Councils Procedures
- It is appropriate in terms of the evidence provided and the proportionate in terms of seriousness evict the tenant.

If the panel are satisfied on a balance of probabilities that the tenant is in breach of their tenancy conditions or s/he were in breach of their tenancy conditions and that the breach is likely to occur again, then authority to seek a Possession Order should be confirmed.

13 The Outcome

- 13.1 Written notes of the review meeting will be made and the Chair will record the Panels view and decision. (see Appendix I). The Panel will confirm the outcome of the review in writing to the introductory tenant within five (5) days of the hearing outlining their reasons for their decision. (see Appendix J). The reasons must be given in sufficient detail to enable the Court to assess the decision making process. The tenant will also be advised as to their right to a judicial review.
- 13.2 Where the review has been rejected the income Team Leader or housing/resident manager or Senior ASB officer should immediately issue proceedings to Court.
- 13.3 Where the tenants 'appeal' is upheld the Notice will be withdrawn and the Introductory Tenancy will continue. Another notice can be served against the tenant at any time after the review hearing provided there are valid reasons for doing so.

14 REFERRAL TO COURT

- 14.1 Referrals for legal action, including service of a Notice to Terminate, should be made to SASBU in cases of anti-social behaviour .In cases of rent arrears the area housing office/central operations team may use Southwark Legal Services or apply direct to the Court using the DIY procedures currently in place. For rent arrears possessions the income officer or Income Team Leader will attend Court; for anti-social behaviour case a Senior ASB officer will attend.
- 14.2 In all instances the Introductory Tenant should be advised in writing that the Council has requested a possession hearing to seek their eviction and that is likely that they will be intentionally homeless.
- 14.3 Where using the DIY procedure the income officer should ensure that Form N5 ' Claim form for Possession of Property' is completed indicating that the tenancy is an ' introductory tenancy 'and that Possession is claimed under The Housing Act 1996 Section 127 and 128. Where using Southwark Legal Services form LHRA CREF should be used ensuring that the form is clearly marked 'Introductory Tenancy ' at sections 2,4,6 and 11.
- 14.4 The Court is required to grant a Possession Order, provided that it is satisfied that the Notice and review procedures were carried out correctly. The only discretion available to the Court will be to postpone the date for giving up possession for up to 14 days and in cases of exceptional hardship for up to six weeks.

14.5 Judicial Review

The tenant has the right to request to a judicial review of the panel's decision to proceed with legal action for Possession. The request must be made within 3 months of the date the decision was made. The judicial review can only be made on the basis that the panel did not come to its decision in a reasonable manner i.e. that the panel took in to account factors which were irrelevant or failed to consider matters that had a direct bearing on the tenants case.

15 MONITORING

15.1 The impact of the introductory tenancy scheme must be monitored to ensure that its effects are not discriminatory. All Local Authorities that have implemented such a scheme must publish an annual report to include data on the number of:

- introductory tenancies created
- notices served and type of breach
- reviews where the decision to serve a notice is upheld (by category)
- reviews where the decision to serve a notice is not upheld (by category)
- court hearings applied for
- court orders obtained and refused (by category)
- eviction warrants obtained (by category) and refused (by category)
- evictions carried out (by category)

CHECKLIST WHEN SUBMITTING REQUEST FOR INTRODUCTORY TENANCY REVIEW

When submitting a request for an Intro Tenancy Review the following must be included

- A copy of Letter 4 (Appendix A), sent to the tenant signed and dated
- Copy of the original, signed and dated NTT letter (Appendix B) and
- Copy of the Tenants Request for Review completed and signed by the tenant (Appendix D)
- Completed AHO/SASBU Request for Review (Appendix E)
- Completed AHO / SASBU Report (Appendix H)
- Copy of the original Intro Tenancy Agreement
- The most recent Rent Account Statement
- Any diary notes pertaining to the tenancy

(Appendices are lifted from the Introductory Tenancies Policy and Procedures Manual)

Chapter 6

Schedule 4

Tenancy Agreement Changes Procedure

Clause 6

1.0 Tenant Consultation

- 1.1 These procedures include both non-statutory and statutory consultation on proposed changes in the tenancy agreement and will commence not less than 56 days after the service by either party of a Tenancy Variation Notice in line with Clause 6 of Chapter 6 of the Management Agreement

Prior to Service of Preliminary Notice of Variation:

Proposals and information:

- 1.2 If a variation is initiated by the Council, the Council shall write to all secure tenants explaining what change is proposed and why. This letter will include details about the consultation arrangements set out in this paragraph, how tenants can find further information, respond to the proposal and the deadline for submitting observations to the Council..

Response from Tenants

- 1.3 Tenants responses should be made to the Council within the period of consultation set out by the Council and in line with Section 103 of the Housing Act 1985

Forums and decision making process

- 1.4 The Council may also choose to consult residents by calling a meeting to which all secure tenants are invited to discuss the proposed variation. Notes of the meeting will be made and passed on to the Management Committee and included with tenants' comments. Following the closure of the consultation, the Council will review the comments of tenants.

2.0 Service of Notices

2.1 Procedure prior to serving a Notice of Variation

- 2.2 If, after the closure of the consultation period, the TMO or the Council, whichever has initiated the variation, agrees to continue with the process of amending the Tenancy Agreement, the initiator of the variation will administer the variation by either:
- a) Obtaining secure tenants' written agreement to the variation (see Section 102 (1) of the Housing Act 1985); or
 - b) serving the Preliminary Notice of Variation. Before serving the Notice of Variation, the initiator shall:
 - a) Give reasoned consideration to comments made by secure tenants to the variation proposed in the Preliminary Notice of Variation; and
 - b) Give to the other party a written report on the comments made by secure tenants to the variation proposed in the Preliminary Notice of Variation and the initiator's reasoned response to the comments made.
- 2.3 If, having given reasoned consideration to the comments made by secure tenants to the variation proposed in the Preliminary Notice of Variation, the initiator decides that the variation proposed needs to be amended, the initiator shall obtain the other party's written consent to the amended variation, which consent shall not be unreasonably withheld or delayed, before serving on secure tenants the Notice of Variation of the terms of their tenancy (see Section 103(4) of the Housing Act 1985).

- 2.4 If the proposed variation has been amended prior to serving the Notice of Variation, the initiator will write to all secure tenants outlining and explaining the amended proposal.
- 2.5 If the Tenancy Agreement is varied under this clause, the Tenancy Agreement in Annexe A of this Chapter shall be replaced with a copy of the Tenancy Agreement containing the variation. The date on which the change comes into effect shall be noted on the revised Tenancy Agreement.
- 2.6 Content of a Preliminary Notice of Variation on tenants:**
The information included in the Notice shall be
- the intention to serve a notice of variation
 - specifying the proposed variation and its effect, and
 - inviting the tenant to comment on the proposed variation within such time, specified in the notice, as the Council or the TMO considers reasonable
- 2.7 The notice will also provide details of the consultation arrangements described in paragraph 1 of this schedule
- 2.8 Content of a Notice of Variation on Tenants**
The information included in the Notice shall be
- the variation effected by it, and
 - The date on which it comes into effect a (minimum of 28 days from the date of service).
- 2.9 The notice will also provide details of the consultation arrangements described in paragraph 1 of this schedule *The information provided in the Preliminary Notice of Variation and the Notice of variation must, where applicable, comply with the provisions of sections 102 and 103 of the Housing Act 1985*

Chapter 6

Schedule 5

Breach of a Tenancy Agreement, Term of a Lease, or Covenant in a Freehold Transfer

Clause 7

This schedule is consistent with the Council's policies and procedures for dealing with breaches of tenancy.

1.0 Definition of Breach

- 1.1 Any breach of the Council's Tenancy Agreement or Lease Agreement will be deemed to constitute a breach of tenancy. This may include anti-social behaviour, harassment of any kind, unlawful occupancy or any other matter the Council deems to be a breach of tenancy.

2.0 Investigation of Allegations

- 2.1 The TMO Estate Manager will investigate any allegations of a breach of tenancy as matter of urgency. Allegations of violent behaviour or harassment will be treated as a priority and investigated immediately.
- 2.2 Complainants will be asked to detail complaints in writing or during an interview at which notes will be taken.
- 2.3 The TMO Estate Manager will conduct any necessary interviews with alleged perpetrators, victims and witnesses. As much consideration as possible will be given to victims of an alleged breach of tenancy, such as home interview, telephone interview, working with a trusted community or other organisation, referral to Victim Support.
- 2.4 If it is believed that an interviewee may present violent or aggressive behaviour, the interview should be conducted by two members of staff. If necessary, the TMO Estate Manager may request advice or the attendance by Council officers.
- 2.5 When arranging interviews, TMO staff will inform interviewees of their right to be accompanied by a person of their choice and to have a translator/interpreter present if required.
- 2.5 Interviews and all other aspects of the investigation will be carried out in accordance with the TMO's confidentiality policies.
- 2.6 Whenever practicable, the TMO Estate Manager will endeavour to remedy the alleged breach through persuasion and voluntary agreement.
- 2.7 At all times during the investigation, TMO staff will keep accurate written records of contacts, statements and all other steps taken to investigate the breach of tenancy
- 2.8 Following the investigation, if the TMO Estate Manager concludes that no breach has occurred, the complainant will be notified of this decision

Determination that a Breach of Tenancy has been Committed

3.0 Rights of Persons where an allegation is made or a Notice served

Appeal

- 3.1 Before pursuing formal action, if the TMO Estate Manager concludes that a breach of tenancy has occurred, when notifying the perpetrator of this finding, he/she will provide information about how this decision can be appealed.
- 3.2 A tenant or leaseholder who has been deemed to have committed a tenancy breach has the right to appeal against this decision to a Panel made up of the TMO Estate Manager and two members of the Management Committee. A hearing must be requested in writing and the TMO must arrange for the hearing to take place and notify the tenant of the time and date of the hearing within 10 working days of an appeal being requested.
- 3.3 The appeal hearing will review the investigation and hear representations from the alleged perpetrator and others, and will determine whether or not the conclusion of the Estate Manager's investigation was correct.

Agreement

- 3.4 Following the investigation, if an agreement has been reached with the perpetrator to resolve the breach, this agreement must be notified to the perpetrator in writing and the complainant notified that an investigation has been conducted and undertakings made to remedy the breach.
- 3.5 Following thorough investigation of the complaint, which has concluded that a tenant or leaseholder has committed a breach of tenancy, and the TMO has been unable to secure an agreement to remedy the breach and have exhausted other options in seeking to have breaches of tenancy, lease or covenant remedied, the TMO may serve formal notices on the tenant, leaseholder or freeholder as appropriate to secure legal enforcement of the terms of the tenancy, lease or covenant, up to and including notices to terminate and seek possession. These could include :
- Notice Seeking Possession (tenanted properties)
 - Notice to Quit (tenanted Properties)
 - Other Notices as advised by the Council

The notices will contain:-

- The name and address of the tenant, leaseholder, freeholder deemed to be in breach.
- The nature of the alleged breach.
- An account of the investigation carried out by the TMO, including notes or transcripts of interview conducted.
- The attempts the TMO has made to secure a voluntary remedy of the breach.
- The reasons why the TMO believes it is not reasonable to continue seeking to secure a voluntary remedy.

4.0 Role of Council

- 4.1 In respect of each notice the TMO will seek the agreement of the Council's Legal Services as to the form content, suitability and timing of the notice. The Council will respond in 10 working days agreeing or rejecting the TMO's proposal or giving reasons for requiring more time. In responding to the TMO, account will be taken of the urgency of particular situations. The Council will advise the TMO, within 5 working days, on the appropriate notice to serve on leasehold or freehold properties.
- 4.2 If the Council objects they will provide their reasons and detail any alternative action which they will subsequently take responsibility for

- 4.3 When the TMO takes any action under this part of the management agreement, The Council will be duly informed. The TMO will send to the Council, copies of all notifications to the Council under clause 7.4 of the management agreement. At the same time as they are served on the tenant, leaseholder or freeholder.

5.0 Application for Court Proceedings

- 5.1 If the nuisance persists, immediately after expiry of the NSP, the Council will be informed in writing that an application for a Court hearing is to be made. The Council will be given 5 working days to reply to this information, either agreeing or objecting
- 5.2 If the Council objects, it will provide reasons and subsequently take responsibility for the case.
- 5.3 Where a court action is followed by Outright Possession Order , Suspended Possession Order or Eviction , the TMO will follow its laid down procedures for such action.
- 5.4 In the case of a leaseholder where the breach is established the appropriate action, including, if necessary , the service of Section 146 Notice, by the Home Ownership Unit will be taken.
- 5.5 The TMO will inform the complainant of the action taken by the Council

6.0 Monitoring

- 6.1 The TMO Estate Manager will record all cases of alleged breach of tenancy and action taken, and report quarterly to the Management Committee.

Chapter 6

Schedule 6

Anti-Social Behaviour and Harassment Policy and Procedure Clause 8

INTRODUCTION

The Safer Southwark Partnership (SSP) vision is:

“To make Southwark a safe place to live, work and visit”

Southwark's Housing Management, working in partnership with Southwark's Antisocial Behaviour Unit (SASBU) and other partners are taking clear steps to deal with antisocial behaviour, nuisance and harassment, in line with recent changes in legislation, so that residents can enjoy a comfortable and safe environment.

This procedure covers Housing Management's response to initial reports of low level antisocial behaviour. It outlines the process of dealing with reports of antisocial behaviour from the moment housing officers receive a report until the case is either closed or referred to the relevant agencies.

The Low Level Antisocial Behaviour procedure sets to standardise the way anti social behaviour (ASB) cases are dealt with by housing officers. The emphasis is placed in dealing with reports in a structured way, and in early remedial actions to defuse and deal with the situation before it escalates. This procedure also defines a clear referral process and the use of APP as the tool to maintain an accurate record of actions taken by housing officers.

AIMS OF PROCEDURE

- To take effective action to assist those who are affected by or are victims of ASB
- To offer customers the best possible service in relation to ASB by gaining their confidence, not raising expectations, being realistic, keeping them informed and working with them to resolve problems
- To minimise the effects of ASB on the physical appearance of estates
- To highlight the need for early intervention in cases of low level ASB to avoid escalation into serious incidents
- To provide clear and consistent procedures across all Area Housing Offices
- To effectively resolve problems and enforce the clauses within the tenancy agreement
- To minimise the negative effects of ASB on the reputation of estates
- To be an integral part of our commitment to tenancy support, reducing conflict and where possible, reaching agreed solutions to ASB
- To ensure preventative work is an integral part of the housing officer's role
- To increase usage of APP to report and record ASB

WHO SHOULD READ THIS PROCEDURE

Area housing managers, housing managers, housing officers, and enforcement officers

ROLES AND RESPONSIBILITIES

Area housing manager: responsible for the procedure to be implemented in their area

Housing manager: final approver of referrals to other agencies and case closures

Housing officer: responsible for carrying out the low level ASB procedure

Enforcement officers (SASBU, Environmental Enforcement): responsible for supporting housing officers in the implementation of the ASB procedure

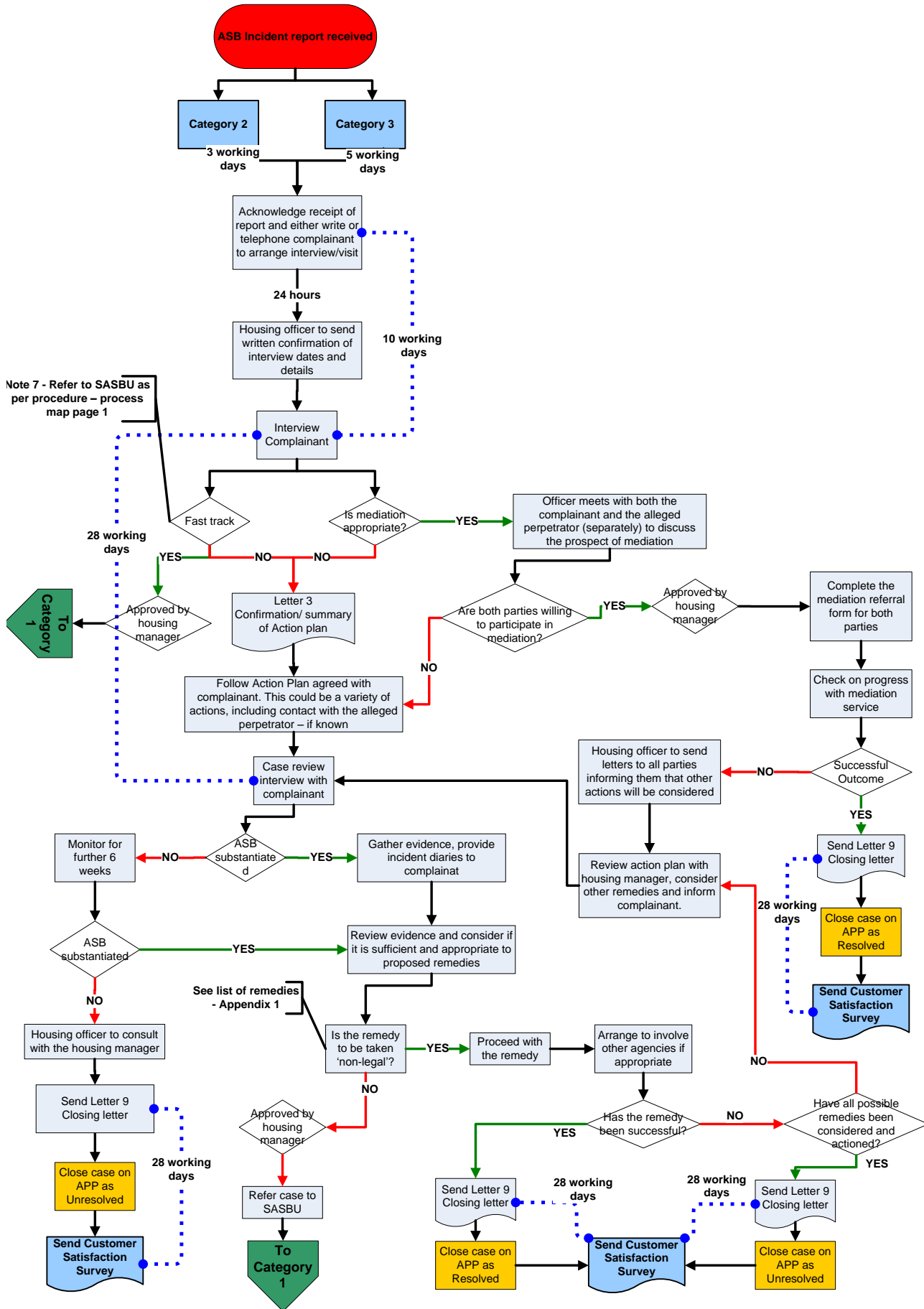
LEGISLATIVE FRAMEWORK

- Antisocial Behaviour Act 2003
- Housing Act 1996 (as amended by part 2 of the Antisocial Behaviour Act 2003 and Police and Justice Act 2005)
- The Housing (Miscellaneous Provisions) Act 2009 which provides for an amendment of the 1997 Act to broaden the definition of antisocial behaviour
- Housing (Miscellaneous Provisions) Act 1997, a local authority tenant, or the local authority itself in certain circumstances, may apply to the District Court for an excluding order against an individual member of the household who is believed to be engaging in antisocial behaviour
- The Police and Justice Act 2006 - Councillors call for action
- Environmental Protection Act 1990 section 79

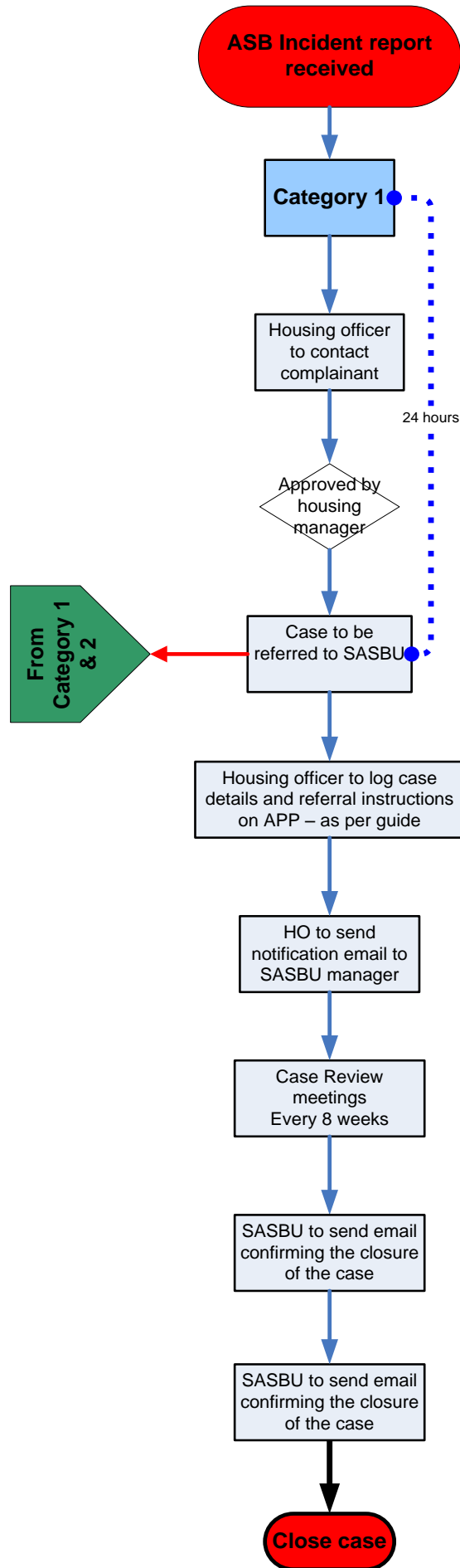
POLICY FRAMEWORK

- The Respect Action Plan.
- The Safer Southwark Partnership's Crime and Drugs Strategy 2008 - 2012 (revised 2009)
- National Indicators for Local Authorities and Local Authority Partnerships
- Southwark's Housing Management Statement of antisocial behaviour policy and procedures
- Abuse and threats to staff- Accident and incident reporting and investigation procedure

PROCESS MAP – CATEGORY 2 & 3



PROCESS MAP – ASB CATEGORY 1



PROCEDURE OUTLINE

1. RECEIVING A REPORT

A report of antisocial behaviour can be received from a resident, the police, other departments, voluntary or other statutory agency.

ASB reports can be received in person, direct phone call from a tenant, via CRM ticket through the call centre, or via email.

Housing officers will complete the initial report form in the ASB case file as soon as a report is received.

Housing officers will send an acknowledgement letter (Letter 1- see Appendix 3) as soon as possible but not later than 3 working days after receiving the report.

The acknowledgement letter will provide and/or confirm the interview date, time and location as well as the officer's name and contact details.

2. LOGGING A REPORT ON APP

Housing officers will log all ASB reports on APP within 3 working days of receiving the initial reports as per APP guide. All details contained in the Initial Report form should be entered on APP.

Before entering data in APP, the housing officer will:

- Verify address details on iWorld
- Verify post code by following the verification procedures on APP guide. This will reduce the chances of duplication
- Send email to Housing Manager confirming new case received adding APP reference number
- If dealing with an existing case follow instructions of how to update ASB records as per APP guide.

Cases must be logged under the correct client group and each subsequent incident and action is to be recorded in line with the APP user guide. This will provide an audit trail in respect of case management and will provide performance management information.

Housing officers will log all contact with complainants, alleged perpetrators, witnesses or partner agencies whether by phone, visit, email or letter on APP. Housing officers will use the APP action diary to schedule the date and time of actions to be taken as per APP guide.

Housing officers will record on APP every category of ASB reported by a complainant in each case. This means that multiple categories of ASB may need to be recorded for an individual case; for example, one ASB case may involve noise; domestic abuse, vandalism and damage to property. This approach is essential to ensure that an accurate picture of ASB is built up.

Antisocial behaviour complainants can be perpetrators of ASB as well as victims. Similarly, ASB alleged perpetrators can also be complainants. This can be a common occurrence and can be identified in each ASB case. Housing officers will monitor such cases, and investigate further to determine the correct action to be taken. Actions should be taken when and as necessary to avoid escalation. **In cases where an ASB report is made against a complainant, a new case will be logged and then linked to original report as per APP guide.**

3. INVESTIGATING A CASE

Housing officers will start the investigation by:

- Checking APP and the tenant file to build a profile of complainant
- Contacting the complainant as per timescales below:
 - **Category 1 ASB (High risk cases):** a housing officer will contact these complainants within 24 hours of receiving the report; these cases will be fast-tracked to SASBU within 24 hours/one working day of receipt. Case referral via APP, export link and attach on email to SASBU manager, and copy the housing manager
 - **Category 2 ASB (Medium risk cases):** contact complainant (email, letter, visit or call) within 3 working days -. Log date and outcomes of contact on APP
 - **Category 3 ASB (Low risk cases):** contact complainant (email, letter, visit or call) within 5 working days -. Log date and outcomes of contact on APP

See Appendix 1 for itemised categories breakdown

Housing officers will establish if the incident has been motivated by discrimination / victimisation on the grounds of race, disability, sexual orientation, age, religion or creed. These cases will be fast tracked to SASBU within 24 hours / one working day of having established that the incident has been motivated by any of the issues mentioned above.

In noise related reports complainants are to be advised to contact the noise team when noise levels increase in severity and frequency and / or occur during the night.

If the complainant or the alleged perpetrator is considered to be a vulnerable tenant and they do not have a support/care package in place, housing officers will liaise with the **Sustain Team (Referral form – Appendix 7)** who will provide support, to help the vulnerable person to retain their tenancy or signpost to the relevant agency. Vulnerabilities include mental and physical health, physical and learning disabilities, single parents, young and elderly people, people with substance problems including alcohol, refugees and asylum seekers and people whose first language is not English.

In some instances the Housing officer may feel that a tenant is at risk of coming to harm. In these cases the housing officer should fast track the case to SASBU.

4. INTERVIEW PROCEDURE

It is essential to check the vulnerable and violent register and choose a secure setting. Consider an additional officer to be in attendance. If a home visit, ensure risk assessment and reporting system is in place as per the environment and housing lone working policy. Housing officers should check thoroughly the complainant and the alleged perpetrator's house file. If the alleged perpetrator is not a council tenant or leaseholder, the case should be referred to SASBU.

4.1. Interviewing the complainant / witness

To be set up within 10 working days of initial contact

It is good practice is to have questions prepared in advance; these will be based on evidence you have obtained. The main purpose of the interview is to get a clearer picture of the incident.

Housing officers must be careful if asking questions about serious criminal matters as such questions can only be asked in accordance with Police and Criminal Evidence Act (PACE) requirements. If any information regarding involvement in criminal matters is received it must be shared with the police and the alleged perpetrator must be aware of this. In these cases seek advice from the police.

At the interview housing officers will:

- Undertake a risk assessment, and consider whether this could escalate and also issues regarding vulnerability or violence
- Discuss confidentiality and information sharing. Complainant to sign the authorisation/disclosure form (**Appendix 4**)
- Offer support to the complainant. Provide a copy of Southwark's victim and witness charter
- Discuss mediation and /or referral to other agencies
- Discuss evidence requirements and who will collect it. Provide complainant with an incident diary
- Aim to spend 90% listening and 10% talking with complainant
- Agree an action plan. Any actions to be undertaken must be agreed and signed for by the tenant and the housing officer. Tenant to be provided with a signed copy of the action plan
- Agree review date, within 28 days of interview, and make appointment
- Housing officer will be rational and provide complainant with realistic expectations about resolving the case

Following the interview, housing officers will investigate the complaint thoroughly. This may include:

- discussing the matter with the alleged perpetrator, if known
- seeking information from other residents or witnesses
- discussing the case with other agencies
- information exchange with relevant agencies
- letter drop in the block to obtain evidence

4.2. Incident Diary

Housing officers will provide the complainant with incident diaries (Appendix 9) during the interview; explain its importance and how to fill them properly.

Housing officers will explain to the complainant exactly the sort of information they should write down in the incident diary. The diary must be completed properly as it will be the basis of evidence if further legal action is taken. The diary should record specific incidents that the complainants, or other people, have witnessed themselves. Each person should complete their own incident diary sheet.

Housing officer will advise the complainant that a diary that's written at the time of the incident, dated and signed is contemporaneous. This means it can be used by a witness as a memory aid to give evidence in court.

Housing Officers will maintain close contact with complainant throughout the process of evidence gathering, either by phone, email or letter (**Letter 9 – see Appendix 3**), reinforcing the fact that their case is being taken seriously.

Incident diaries will be reviewed in the second interview. However, the complainant will be advised to send the incident diaries to the housing officer if these are completed before the interview.

4.3. Interviewing the alleged perpetrator

It is essential to check the vulnerable and/or violent register and choose a secure setting. Consider an additional officer to be in attendance. If a home visit, ensure risk assessment and reporting system is in place as per the environment and housing lone working policy. Housing officers should check thoroughly the complainant and the alleged perpetrator's house file. If the alleged perpetrator is not a council tenant or leaseholder, the case should be referred to SASBU.

The housing officer will try to be objective. The purpose of the interview is to discuss allegations received, gain perspective on the situation and explain why the behaviour is unacceptable & highlight enforcement options that could be used if the behaviour does not cease.

At the interview housing officers will

- Use a conciliatory approach until there is evidence to support the complaint
- Inform the alleged perpetrator of the background to the complaint that has been made about them
- The alleged perpetrator will have the opportunity to share their version of events providing a complete picture of the complain
- Housing officers will explain the council's policies and procedures on antisocial behaviour. This will give the alleged perpetrator an idea of what to expect
- Agree an action plan. Any actions to be undertaken must be agreed and signed for by the tenant and the housing officer. Tenant to be provided with a signed copy of the action plan. Send letter 6 (Appendix 3) confirming agreed actions
- Discuss confidentiality and information sharing. Tenant to sign the authorisation/disclosure form (Appendix 4)
- Advise the alleged perpetrator of the legal powers and sanctions available in such cases and the possible consequences if the behaviour was to continue or escalate
- Stress the seriousness with which Southwark Council views the nuisance or harassment of its tenants or residents. Show available leaflets or highlight elements of the tenancy agreement
- Aim to spend about 50/50 listening and talking with alleged perpetrator
- Advise the alleged perpetrator they can seek independent legal advice if they wish
- When the housing officer suspects that the alleged perpetrator is vulnerable, appropriate referral should be made

Once a good understanding of the case has been obtained and a view as to whether the complaint is substantiated, housing officers will decide actions that are proportionate to the behaviour and risk posed, if in doubt the housing officer will discuss with their housing manager.

4.4. When the perpetrator is unknown

Housing officers will send a block letter requesting information and witnesses. (Letter 4 - See Appendix 3 of the Council's procedures on ASB on the intranet)

In these cases housing officers are to work closely with environmental enforcement officers, community wardens and ASB champions to gather intelligence and other evidence that may substantiate the report.

Housing officers to update the complainant on progress of investigation and case to be monitored as per procedure timescales. If the ASB report cannot be substantiated due to lack of evidence, housing officers to consult with their managers before closing the case.

5. REMEDIES

Housing officers will consider the evidence, information exchanged with other agencies and the risk posed to the victim and then decide the most appropriate remedy to protect the victim and reduce the ASB (**see list of remedies - Appendix 2**).

In cases when referring to other agencies, such as mediation, is identified as the best remedy, referrals will be made as early as possible in order to avoid escalation.

Where a complaint of antisocial behaviour involving ASB is substantiated by SASBU and the alleged perpetrator is a council tenant; this is considered to be a serious breach of the tenancy agreement. SASBU in liaison with the housing officer, in their role as landlord, will decide if the breach is sufficiently serious for SASBU to commence possession proceedings against the alleged perpetrator. ***Any instructions to initiate possession proceedings have to be approved by the area housing managers.***

6. CASE REVIEW MEETING

Housing officers will meet with the complainant 28 days after the initial interview.

Housing officers will:

- Inform the complainant of the outcome of the investigation and discuss actions available
- Provide the complainant with an update on any other action that you have taken that was set out in the action plan and ask the complainant for information on actions that they had agreed to undertake.

6.1. Where the complaint has been substantiated

- Undertake a further risk assessment
- Discuss referrals to support agencies and any additional support requirements
- Discuss further evidence requirements and who will collect it, provide additional incident diary if appropriate
- Agree enforcement action to be taken against the alleged perpetrator where appropriate.
- Agree action plan 2, if applicable
- Agree to contact either by phone, visit or email within 28 days, and schedule the date

6.2. Where the ASB has not been substantiated

- The complainant will be given an opportunity to record any further occurrences of ASB in an incident diary for not more than **a further** 6 weeks.
- If the complainant does not want to complete a further incident diary or no further evidence is presented after three months the case will be closed

In some instances the complaints may be difficult to substantiate particularly where the issue is one of domestic noise. Advice will be taken from the Community Safety Enforcement Team and efforts will be made to corroborate the complaints.

7. ESCALATION OF A CASE

It is possible for ASB to escalate and for violence to be threatened or even a violent act to occur. ***Cases to be referred to SASBU must be approved by the housing manager.***

Where the dispute escalates in this way the case **MUST** be fast tracked to SASBU when:

- The complainant states that they have fears for their own safety, they are afraid to return home or their children or dependants living with them have fears about their own safety
- The officer has tried all of the non-legal measures; the ASB has been substantiated and is continuing

- The case is discussed at the monitoring meeting (held every 8 weeks) and it is agreed with SASBU that the case should be transferred to them

8. REFERRING CASES TO SASBU VIA APP

Housing officers will refer cases to SASBU via APP by following instructions on APP guide.

An email will be sent to caseworker and copy email to Hugh Folkes and Dave Simpson - SASBU officers - to alert them of the referral. A summary of the case, to be exported from APP, will be attached to the email. Case will be allocated to the respective officer who will carry out the investigation.

Caseworker will change the investigating officer field on APP as per guide, ticking the case as either accepted or referred back to the area housing office. In case of referring back cases to the area housing office, SASBU caseworker will send an email to the housing officer advising of reasons for rejecting the case.

SASBU officer will send an acknowledgement email informing the referring housing officer their contact details.

Housing officer will record referral to SASBU in their action diaries

SASBU officer will keep the housing officer informed of any progress or substantial action to be taken, i.e. injunctions, ASBOs, etc.

Housing officer and SASBU officer will meet every 8 weeks to review progress on cases referred.

9. REFERRING CASES TO MEDIATION

Where it is considered that mediation may be appropriate, it is important that it is pursued before starting any other remedies, whether legal or non-legal.

Housing officers to refer cases to Southwark Mediation Centre by using the form provided (**Appendix 6**).

Housing officers will check progress with mediator if no feedback after four weeks. Make further progress checks as necessary until either successfully resolved, or it is concluded that mediation has failed to resolve the issue(s).

There are no standard letters for failure of mediation as circumstances may vary considerably. Housing officers will write to all parties and explain what actions, if any are proposed from this point. It may be appropriate for the letter to be a 'holding' situation with the promise of further contact when options have been re-considered. For some cases this might mean a complete re-visit of the action plan. In these circumstances the housing manager should be involved.

For successful mediation, housing officers will amend the standard closing letter (**letter 10 – See Appendix 3**) congratulating all parties. Where it is felt that this letter does not suit the circumstances alternative letters should be devised along the same lines.

10. CLOSING THE CASE

10.1. Cases are resolved to tenant's satisfaction (Resolved cases)

A case has been successfully completed where no further allegations were made by the same victim against the same alleged perpetrator(s) as a result of action by the area housing office within 3 months of the action being taken.

Housing officers should use their discretion to keep cases open where there is no evidence that the ASB case has been resolved even if there have been no further incidents of ASB reported within 3 months of the last report (i.e. incidents that occur at certain times of the year) In these cases, the ***final decision to be made by the housing manager.***

10.2. Cases are resolved to the landlord's satisfaction

- **Unresolved cases:**
 - Reports of ASB are continually received
 - Neither party is at serious risk e.g. violence has not been used or threatened
 - Case is unlikely to meet the threshold for referral to SASBU
 - ***Case will be closed when no further action can be taken by the housing officer***
- **Uncorroborated cases**
 - No further reports are received over a period of 3 months
 - After investigating no evidence has been found to support the complaint

Where possible, agreement between housing officers and complainants that a case has been resolved will be sought. However, it is important to realise that some complainants have unrealistic expectations and refuse to close the case. In these cases, the final decision should be made by the housing manager, all efforts will be made to explain to the complainant the reasons for closing the case (**Letter 10 – See Appendix 3**) and offer them support and information on actions that can be taken by them if they wish to do so. For example, talking action under Environmental Protection Act 1990 Section 82

After a decision to close a case has been reached between the housing manager and the housing officer, a closing letter to complainant will be sent (Letter 10 – See Appendix 3).

10.3. Closing cases referred to other agencies

Cases referred to other agencies, such as: mediation, SASBU, environmental enforcement, Sustain, etc., will not be closed until confirmation of a successful outcome has been received from the agency in question. **Housing officers will record on APP receiving confirmation of closure, outcome and any further actions required, if applicable.**

If the case has not been successfully resolved to the tenant's satisfaction and is referred back to housing, housing officers will meet with the housing manager in order to make a decision as to what will be the best course of action.

If any party remains dissatisfied with our response to a report of ASB, the Complaints Procedure should be explained.

10.4. After closing the case

Housing officers will

- Close case on APP, recording date and time when closing letter was sent as per guide
- Send customer satisfaction survey (**Appendix 5**) to be sent 28 days after closing the case. Customer satisfaction survey to be downloaded from APP as per APP guide.
- Record on APP when customer satisfaction survey is sent
- Scan documents whenever possible and upload into the system for easy access to all those concerned

10.5. Sending customer satisfaction surveys (CSS)

Customer satisfaction surveys to be sent 28 days after sending the closing letter.

Housing officers will

- Set target date to send CSS on APP (Action code - JCS) as soon as the closing letter is sent
- Send the CSS within the 28 days timescale by adding the correct code to action diary, downloading the survey and translation strip (Action code - JCK) from APP.
- Include a self addressed envelop by printing a label using the address below and attaching it to the envelop,

FREEPOST RSCE-TGHU-CUZB,
Southwark Council,
Quality Improvement Team
3/3 Area D, Business Support Services,
160 Tooley Street, London SE1 2TZ.

Quality Improvement Team will receive the surveys, analyse and provide monthly reports to the area housing offices.

10.6. Sending CSC checklist:

- Customer Satisfaction Survey covering letter
- Customer satisfaction Survey
- Translation Strip
- Self Addressed envelop

<input type="checkbox"/>
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All appendices referred to in this Schedule are located in the Low Level Anti-Social Behaviour Procedure Manual and are subject to periodic review and updating. A copy of the Manual has been provided to the TMO and copies can be obtained on request from the Tenant Management Initiatives Team.

Chapter 6

Schedule 7

Residents' Disputes Policy and Procedure **clause 9**

Applies to both secure and introductory tenancies and lessees

1 Scope of the Policy

The Resident's Disputes Procedure is available to all lawful residents of the TMO who have a complaint about another resident of the TMO, which does not involve allegations of threats of violence, intimidation or abuse. In such cases, it would be more appropriate to use the Anti-Social Behaviour and Harassment Procedure (Chapter 6, Schedule 6). This policy should also be read in conjunction with the TMOs Complaints Procedure (Chapter 7, Schedule 4).

Residents are also entitled to use Southwark Council's procedures for addressing disputes between neighbours. However, residents are encouraged to seek to resolve disputes within the framework of the TMO.

2 Procedure for Making a Complaint

A resident can make a complaint in writing, in person, by telephone or by email to the TMO office. Any complaint should set out the

- Nature of the complaint
- Details of the complainant
- Details of the resident being complained about

The TMO will assist any resident in making a complaint, including arranging for translation or interpretation.

In the interests of fairness and accuracy, the TMO will also assist any resident responding to a complaint.

3 Procedure for Investigating and Deciding Complaints

Complaints will be investigated in a timely manner (usually within 21 days). The investigation of a complaint will be carried out by the TMO Manager, and may involve:

- Interview with the complainant
- Interview with the resident(s) about whom the complaint has been made
- Interviews with witnesses
- Obtaining evidence, such as photographs
- Review of tenancy files
- Liaising with Council officers or staff from other agencies
- Any other reasonable steps necessary to be able a fair decision to be reached regarding the validity of the complaint

At the conclusion of the investigation, the TMO Manager will decide on whether the complaint has been substantiated and what action should be taken. Wherever possible, the TMO shall endeavour to seek resolution of neighbour disputes through voluntary agreements or through mediation.

If however, it is shown that there has been a breach of the conditions of tenancy, or a term of the lease of freehold covenant, then the process detailed in Chapter 6 Schedule 4 (**Breach of a Tenancy Agreement, Term of a Lease, or Covenant in a Freehold Transfer**) will apply.

4 The Rights of Both Parties to the Complaint

The complaint will be dealt with in accordance with the TMO's Equal Opportunities and Confidentiality policies. Both parties to a complaint have rights in respect of confidentiality, representation, the right to be accompanied during an interview by a friend, witness or advocate, and the right to be supported by a translator or interpreter.

When interviewing the complainant and the resident(s) about whom a complaint has been made, TMO staff will clearly explain the procedure to be followed and the rights of the parties.

At the conclusion of the investigation, both parties to the complaint will be informed of the decision of the TMO Manager and of their right to appeal against the decision.

Appeals

If either party to the complaint wishes to pursue the matter further, the TMO will direct them to the appropriate Council office.

5 Record Keeping and Monitoring Arrangements

For a minimum of two years, the TMO will keep detailed records relating to complaints, including

- Complaints forms
- Interview recordings/transcripts/notes
- Correspondence
- Evidence sought and obtained
- Agreements
- Decisions
- Referrals
- Appeals

The TMO Manager will ensure that all complaints and investigations are reported quarterly to the Management Committee and the Council. Reports to the Management Committee should conform to the TMO's Confidentiality policy.

Each year the Management Committee will review the Residents' Disputes Policy and Procedure.

Chapter 6

Schedule 8:

Applies to Secure and Assured Tenants Only. Introductory Tenants are excluded

1. Responding to Requests for a Mutual Exchange

The TMO Estate Manager is responsible for dealing with all applications for mutual exchange.

In acknowledging receipt of an application, the TMO will inform the applicant of their rights, including that he/she/they will receive a written decision within 42 days which may outline the grounds on which the application has been refused and the right of the applicant to appeal to the Council and the County Court.

Where the landlord fails to reply to a request for Mutual Exchange within 42 days, consent for the exchange will be deemed to have been given; the tenant has the right by application to the County Court to compel the landlord to fulfil its statutory obligation. In these circumstances the landlord can still withhold the exchange until any rent arrears are cleared or any other tenancy breach is put right.

On receipt of an application for a Mutual Exchange the TMO will also notify the Council within 14 days, that an application has been made. The TMO will also provide the Council with relevant details of the application.

Within 28 days of receipt of an application, the TMO will notify the Council whether it proposes to accept or deny the application, and the reasons for its decision

If the Council does not agree with the TMOs decision it will notify the TMO within 7 days, giving its reasons, to enable the TMO to notify the applicants within the 42 day deadline. Should the Council fail to respond, the TMO will proceed to deal with the application in line with its decision.

Legislation:

The Housing Act 1985 Section 92 states that any tenant with a secure/assured tenancy can apply to mutually exchange their tenancy with another secure/assured tenant.

Consent for Mutual Exchange cannot be withheld except on one or more grounds set out in Schedule 3 of the Housing Act 1985.

Who can mutually Exchange?

Exchange can take place between the following:

- A secure tenant from Southwark Council
- A secure tenant from another Local Authority
- An assured tenant from a Registered Social Landlord

2. Grounds for Refusal

Consent for a mutual exchange may be withheld for the following reasons:

Ground 1 Possession Order Outstanding:

Either the tenant or the assignee has had an outright or suspended possession order against them.

Ground 2 Possession Proceedings Outstanding or NSP in force.

Possession Proceedings have started (Grounds 1-6 of Schedule 2 of the Housing Act 1985) on either the tenant or the assignee, there has been a Notice Seeking Possession served, or a court order is in place against the tenant or the proposed assignee based on anti-social behaviour

- Ground 3 Under Occupation:**
The accommodation afforded by the property is substantially larger (1 or more bedrooms) than required by the assignee.
- Ground 4 Suitability (too small)**
The extent of the property is not reasonably suitable to the needs of the assignee and family, i.e. the accommodation is too small for the assignee.
- Ground 5 Non-housing accommodation or employment:**
The property is let because of non-housing or employment purposes
- Ground 6 Conflicts with Charitable aims:**
The landlord is a charity and the assignee's occupation would conflict with the objects of the charity
- Ground 7 Accommodation designed for the disabled:**
The property has design features for the physically disabled, and on assignment there would be no disabled person living there.
- Ground 8 Housing Association Accommodation for specific Circumstances:**
A Housing Association or Housing Trust property provided for people whose circumstances make it difficult for them to satisfy the need for housing, and on assignment there would no longer be such a person living there.
- Ground 9 Accommodation designated for Special Needs Groups:**
The property is let to a person(s) with special needs and a social service or special facility is provided in close proximity to the dwelling, and on assignment there would no longer be such a person living there.
- Ground 10 Management Agreement:**
The property is subject to a management agreement under which the manager is a Housing Association of which at least half the members are tenants of properties subject to the agreement, at least half the tenants of the properties are members of the Association and the proposed assignee is not, and is not willing to become a member of the Association.

3. Grounds for Conditional Consent

Conditions may include the discharge of rent arrears and/or other outstanding breaches of tenancy obligation which must be remedied.

If, during the property inspection, any repairs are identified which are a result of a breach of the tenant's duty of care (and not fair wear and tear) consent may be given on condition that repairs are completed satisfactorily.

4. Notification Requirements

The TMO will notify the exchanging authority and the applicants of the decision within 42 days, and will at the same time provide a copy of the decision to the Council. If the TMO, acting on behalf of the London Borough of Southwark, should fail to notify the applicants of the decision within 42 days, and consent for the exchange is therefore deemed to have been given, the TMO must write to the Council with an explanation for its failure to respond.

In these circumstances the Council will consider what action is appropriate in the circumstances, and may request the TMO to hand back the future administration of this service whether through service of a breach notice or by agreement with the TMO

Examples of model letters and checklist templates can be found in the London Borough of Southwark Procedure Manual "Mutual Exchange Procedure" effective from 6th July 2009, a copy of which is held in the TMO Office and Area Housing Office.

Voluntary Assignment Procedure

Clause 13

Introduction

Assignment is the legal transfer of a tenancy by the tenant, to another person, via a Deed of Assignment. For the assignment to be valid there are a number of legal requirements that must be met.

This procedure will outline all activities within the assignment process from the request to assign a property to the final sign up procedure of the assignee.

The Legality of Assignments

The Housing Act 1985 Section 91 states that, there are only 3 legal ways in which a tenancy can be assigned. These are outlined below:

- By transfer to a potential successor.
- By court on settlement of divorce, nullity or judicial separation.
- By mutual exchange (**See Mutual Exchange Procedure**).

Aims of Procedure

- To ensure our tenants can exercise their rights.
- To provide clear and consistent procedures used in all Area Housing Offices.
- To give guidance to staff on implementing the Council's policy.
- To make the work of the Housing Officers more efficient.
- To protect the Council's interests.

Policy

- Housing policy guide assignment policy

Roles and Responsibilities

Area Housing Manager – Responsible for ensuring the procedure is implemented in their area.

Housing Manager – Final approver for cases of assignment.

Housing Officer – Responsible for carrying out the assignment procedure.

Assignment to a Potential Successor

Secure and introductory tenants have the statutory right to assign a tenancy to a person who would be qualified to succeed on their death. The following list covers all the persons who would have a right to succeed:

- The tenant's married partner or civil partner.
- The tenant's partner living as if they were a married couple or civil partner of the tenant, with proof of 12 months residency.
- A qualifying member of the family with proof of at least 12 months residency.

For a person to qualify as a member of the family for the purposes of assignment, they must be one of the following:

- Parent or child.
- Grand parent or grand child.
- Brother or Sister.
- Uncle or Aunt.
- Nephew or niece.
- Step relation or half relation.

This list is exhaustive, and cannot be added to.

Note: Where the tenant is no longer in occupation the right to assign is lost. However, where the Council is satisfied that the person would have carried out a valid assignment if they had been aware of their rights to do so an assignment may still be permitted. These cases will be referred to the housing manager.

Proof of Identity and Residency

The onus lies with the assignee to prove their identity and that they meet the principal home and/or the 12 month resident requirement.

Please refer to the Proof of Identity and Residency Document List in Appendix 6. If you are in doubt with regards to the evidence provided, please refer to your Housing Manager.

Adapted Properties and Supported Housing

We can not refuse an assignment of a tenancy where an assignee becomes the tenant of a specially adapted or supported housing property for use by a person with disabilities or someone with special needs, which are not required by the assignee.

However, where appropriate we can use the Housing Act 1985 Schedule 2, grounds 13 and 15 to gain possession once the assignment has taken place.

Possession under grounds 13 and 15 can only be granted if the ground is proven and the court is satisfied that it is both **reasonable** to make an order and that **suitable accommodation** will be available. Serving a Notice Seeking Possession under these grounds must be approved by your Housing Manager.

In all cases, prior to serving a Notice Seeking Possession, alternative accommodation must be offered. Referring the assignee to the Council's "Small is Beautiful" scheme is good practice.

Under-occupation

We cannot refuse an assignment of a tenancy on the grounds of under-occupation. In all instances, Housing Officers must encourage the assignee to register for a transfer to a more suitable property. Referring the assignee to the Council's "Small is Beautiful" scheme is good practice.

Assignment by Court Order

This can take place as part of divorce, separation or dissolution proceedings under the following:

- Section 24 of the Matrimonial Causes Act 1973.
- Section 17(1) of the Matrimonial and Family Proceedings Act 1984.
- Schedule 1 of the Children Act 1989.
- Schedule 5 and Schedule 7 of the Civil Partnership Act 2004.
- Schedule 7 of the Family Law Act 1996.
- Or any other applicable official court order.

Where the court does make an order of assignment of tenancy, the Council should receive clear instructions from the court or from solicitors acting in the case.

Where an Assignment Cannot Take Place

Assignment must not take place where:

- The person the tenancy is being assigned to is not a Potential Successor as defined by the lists on page 3 of the Council's policy and procedures on Assignments.
- There isn't sufficient proof that the qualifying family member has lived with the tenant for at least 12 months

An assignment cannot take place where the tenant has no further succession rights. This occurs when the tenant:

- Succeeded to the tenancy after 3rd October 1980.
- Was a joint tenant and became a sole tenant (following the death of the other joint tenant).
- Had a tenancy assigned to them by a court order and the original tenant was a successor.
- Had the tenancy assigned to them by way of Mutual Exchange, and had succeeded to their previous tenancy.

With regards to the above, the law only allows for one Succession.

Rent Arrears

We cannot refuse an assignment due to rent arrears. Prior to approving the assignment, it should be strongly encouraged for the assignor to clear their rent arrears.

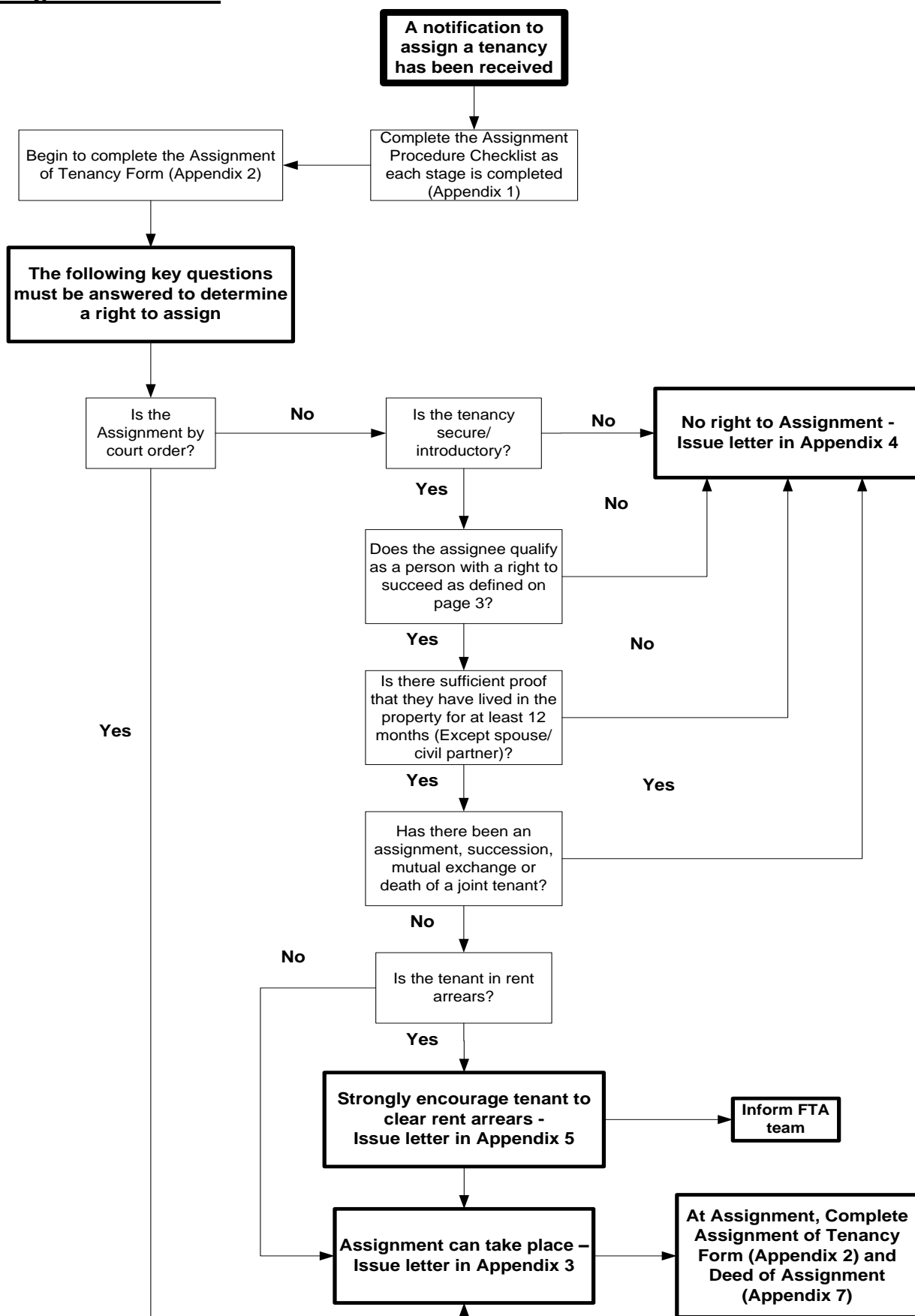
If upon assignment there are rent arrears, this will become a Former Tenant's Arrears (FTA) issue. The FTA team must be informed that the assignor is in rent arrears so they can begin the process of recovering the rent.

Deed of Assignment

If a tenant approaches the Housing Office notifying us they want to assign their tenancy, inform them that a Deed of Assignment is required and that we can provide this legal document free.

If a tenant approaches the Housing Office in possession of a Deed of Assignment from a Solicitor, the validity of the document must be ascertained before carrying out the assignment process.

Assignment Process



Assignment Process

When a tenant notifies us of an intention to assign their tenancy, the following must be carried out:

- Complete the Assignment Procedure Checklist (Appendix 1) at each stage.
- Complete the Assignment of Tenancy Form (Appendix 2).
- Issue the relevant letters (Appendix 3-4).
- If the assignor is in rent arrears, issue the letter in Appendix 5.

Assignment Approval

When an Assignment has been approved by the Housing Manager, a letter of approval (Appendix 3) must be issued to the tenant inviting the assignor and assignee to the Area Housing Office to complete the process.

Assignment

At the assignment, both the assignor and the assignee must be present. The following steps must be carried out:

- Section 4 of the Assignment of Tenancy Form must be completed.
- Inform the assignor and assignee that their photo will be taken.
- Make copies of proof of identity and address documents of both assignor and assignee and file in house file.
- The Deed of Assignment must be completed (Appendix 7).
- Ask the new tenant to complete Tenant's Equalities Data Collection Form (Appendix 14).
- The Deed of Assignment must be attached to the existing Tenancy Agreement and a copy given to the new tenant, and a copy filed in the house file.

If the assignor is unable to travel to the Area Housing Office to complete the process, suitable arrangements should be made so that this can be completed at the property.

Assignment Refusal

If an Assignment has been refused by the Housing Manager, a letter of refusal (Appendix 4) must be issued stating the reasons for refusal.

i-World Procedure

The assignee must be added to the tenancy on iWorld. The following must be done when adding the assignee to the tenancy:

- Enter the start date of the tenancy (date of assignment).
- Ensure that the "Statutory Successor" box is ticked.

Once this has been carried out, the tenant must now be removed from the tenancy. Three things must be done when removing the tenant from the tenancy:

- Enter the end date (date of assignment).
- Select termination reason (assignment).
- Select the new main tenant for the tenancy (the assignee).

Please refer to Appendix 9 for a step by step guide with screenshots on how to carry out this procedure

Rent Account

After the Assignment procedure is completed, inform the Income Officer of the change of tenant. If there are any outstanding rent arrears, this will become an FTA issue.

All appendices referred to in this Schedule are located in the Assignment Procedure Manual and are subject to periodic review and updating. A copy of the Manual has been provided to the TMO and copies can be obtained on request from the Tenant Management Initiatives Team.

Chapter 6

Schedule 10:

Subletting Policy

Clause 14

Introduction

Subletting means to lease or rent all or part of another's property. Southwark's tenants have a right according to Clause 12(2) of the tenancy agreement to sub-let part of their accommodation as long as the Council's consent has been obtained in writing.

Clause 12(2) states that, where a written request to sub-let has been made, then the Council must reply within four weeks. It also states that the Council must not unreasonably refuse permission or attach conditions to consent.

Generally, a sub-tenant will have exclusive possession of part of the tenant's accommodation and may perhaps have a lock on their bedroom / bed-sit door. If they have a separate kitchen / living room then this may indicate a sub letting arrangement.

Sub-tenants may also have letting agreements and will generally have clear 'arms length' living arrangements, rather than being 'part of the family'.

Aim

To state clearly the procedure for permitting a tenant to sub-let.

Scope

This covers a situation where a tenant wishes let out part of their property.

Related Procedures

Anti social behaviour procedure

Level of Authorisation

Housing Manager is the approver of requests to sublet.

Procedure

Written request for permission to sub-let

The housing officer must inform the housing manager when a request is received. The housing officer must then establish what part of the dwelling is to be sublet, to whom and to how many individuals. A home visit will then be carried out to verify information given.

Permission to sub-let will be given in writing by the housing manager within four weeks of the request. If permission is to be refused, the tenant will be notified in writing, also within four weeks, stating the reasons.

Sub-letting can potentially create complications for both the secure tenant and the sub-letting tenant, therefore the Council would rarely grant permission to allow sub-letting and officers should be cautious about any such application.

The tenant must always inform Council Tax and Housing Benefit of any changes to occupancy.

Reasons to refuse permission

Requests to sublet will be refused where:

- subletting would result in overcrowding,
- Where the Council intends to carry out extensive works to the dwelling.
- If tenants wants to sublet the whole property

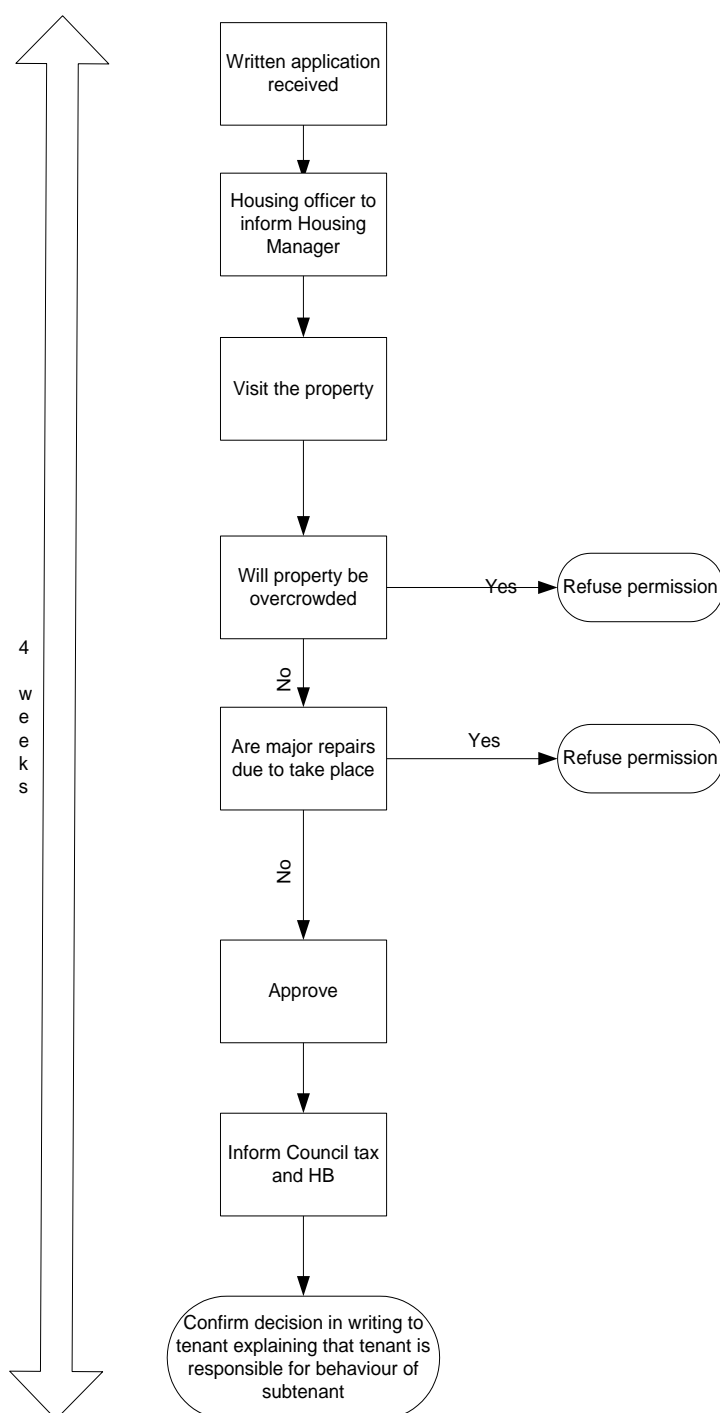
Responsibility of sub tenants

The tenant is responsible for the actions of the sub-tenant; this includes Anti Social Behaviour (ASB), and has responsibility for the removal of the tenants when this is necessary.

Council's liability for sub tenants

The Council will accept no liability for sub-tenants, should they remain in occupation on the departure of the tenant. They will be treated as unauthorised occupants and advised to register on the housing register and referred to Housing Options if there is some question of priority need. At the determination of a main tenancy, all sub-tenancies automatically come to an end.

Process Map



Chapter 6

Schedule 11

Giving Consents

Clause 16

Applies to Secure and Introductory tenants and lessees

Tenants, leaseholders and freeholders are required to obtain the consent of the TMO or the Council in a number of areas.

Areas for which consent is required include;

- Keeping pets
- Parking permit
- Alterations to the inside of a property
- Alterations to the outside of a property
- Changes to pipe work, central or other heating
- Erection of a satellite dish or other equipment to the outside of a building
- Any other matters requiring consent resulting from changes in law, the Tenancy Agreement or Council.

Tenants should apply to the TMO in writing. The application must include the details of the matter for which consent is sought and all relevant supporting information.

Leaseholders and Freeholders should make their application to Southwark's Home Ownership Unit, in accordance with the Council's Home Ownership Unit's procedure note Permission Request (below).

The TMO will normally be the organisation which grants or refuses consent. The TMO Estate Manager is responsible for dealing with requests for consent and will liaise with Southwark Council on those matters which he/she feels to be appropriate and to ensure that his/her decision is consistent with LBS policy.

If the Council receives a request for a consent, it will forward this request to the TMO office for consideration.

The TMO will respond to a request for consent within four weeks by writing to the tenant/leaseholder notifying him/her:

- If the consent has been given
- What conditions have been attached to the consent
- The reason(s) why consent has been refused
- If applicable, the procedure by which the tenant can appeal the decision to refuse consent.

The TMO must comply with the provisions of the tenancy agreement when considering a request for consent.

The TMO will notify the Home Ownership Unit of its decision in respect of a leaseholder/freeholder within 5 working days of reaching the decision.

If the TMO refuses consent, the tenant/leaseholder/freeholder can request a review of this decision through Southwark Council's Arbitration Procedure.

PERMISSION REQUESTS

Procedure Notes

Before carrying out any internal works to their property Leaseholders and Freeholders of properties on estates must seek the Council's consent.

Please refer to the guidance notes for information regarding Permission Requests

Step	Points to note / action	√
Enquiry	<ul style="list-style-type: none"> An enquiry may be made in one of three ways: <ol style="list-style-type: none"> By e-mail By telephone In writing If the applicant is making the enquiry by telephone then make a note of the applicant's name and the property address Inform the applicant we will write to them explaining our procedure for dealing with permission requests. Remind the applicant they must pay the Council's administration fee before any request is considered and pay any service charge arrears prior to completion. If the application is requesting retrospective consent to an alteration then the fee for the Council's consent will be the maximum fee payable. 	
Standard Letter	<ul style="list-style-type: none"> Confirm the applicant is the leaseholder / freeholder of the property on I-world. Review the procedure notes for Permission Requests (Below)) Within ten working days of receiving a request send the applicant our standard letter attaching the following forms: <ol style="list-style-type: none"> Acceptance Form Asbestos guidance form (to follow) Ethnic monitoring form (to follow) and update the Disposals spreadsheet File a copy of the letter in a plastic wallet the Disposals filing cabinet – do not create a folder until the administration fee is paid 	
Payment of fees	<ul style="list-style-type: none"> Once the cheque, acceptance form, ethnic monitoring form and plans / drawings of the proposed alterations have been received send the applicant a receipt within five working days and update the Disposals spreadsheet Check whether the applicant has service charge arrears on I-world. If there are arrears send an e-mail to the Collections Manager and he will arrange for the arrears to be paid. Consent 	

	is not to be granted unless service charge arrears are paid.	
Repairs team	<ul style="list-style-type: none"> • Within three working days of sending the receipt identify which Area Housing Office the property falls under by checking the Excel spreadsheet (<i>To be updated</i>) and update the Disposals spreadsheet • Review the works the applicant is proposing. Send an instruction form, GSI map and the drawings / plans supplied by the applicant on the following basis: <ul style="list-style-type: none"> a) If the works relate to heating, send the documentation to the Mechanical Engineers b) For any other alterations send the paperwork to the Repairs and Maintenance Manager and update the Disposals spreadsheet • Retain a copy of the instruction form and all other documentation on file. In addition, print off a copy of the lease or transfer of the property for the file – you can view these documents by accessing Merlin (• If the name on the lease does not match the name of the applicant then print off a copy of the registered title by logging on to the HM Land Registry website • If the name of the applicant does not match the registered owner then e-mail the leaseholder requesting clarification. • If the applicant is requesting permission to carry out works to the structure of the Property or remove internal walls then inform the leaseholder the matter will be dealt with by Licence for Alterations with the applicant being responsible for the legal fees (<i>standard letter</i>). 	
Area Housing Office	<ul style="list-style-type: none"> • A decision should be made within 15 working days. If a decision has not been received after 15 working days send an e-mail to either the Repairs and Maintenance Manager or the Mechanical Engineer, inform the applicant by e-mail and update the Disposals spreadsheet • If no response has been received from the area housing office following the above letter send a further e-mail to the Repairs and Maintenance Manager or the Mechanical Engineer every 10 working days, inform the applicant by e-mail and update the Disposals spreadsheet 	
Decision	<ul style="list-style-type: none"> • When we are notified of the decision write to the applicant as follows: <ul style="list-style-type: none"> a) If permission is refused then send the applicant our standard letter inserting the reason for the refusal (<i>to follow</i>) and update the Disposals spreadsheet 	

	<p>b) If permission is granted without conditions, send an e-mail to the Collections Manager to confirm any service charge arrears have been collected. If there are no arrears send the applicant an approval letter (<i>to follow</i>) and update the Disposals spreadsheet. If the applicant has service charge arrears e-mail the applicant stating consent will not be given until the service charge arrears have been cleared. When the Collections Manager has confirmed the service charge arrears have been cleared send the applicant an approval letter and update the Disposals spreadsheet</p> <p>c) If permission is granted subject to conditions being met, send the applicant our approval letter completing the section detailing the conditions (<i>to follow</i>) and update the Disposals spreadsheet. When the applicant meets the conditions then retain copies of any relevant documentation on file (<i>and forward the originals to the repairs manager / mechanical engineer for approval</i>).</p> <p>d) Send an e-mail to the Collections Manager to confirm any service charge arrears have been collected. If there are no arrears send the applicant an approval letter (<i>to follow</i>) and update the Disposals spreadsheet. If the applicant has service charge arrears e-mail the applicant stating consent will not be given until the service charge arrears have been cleared. When the Collections Manager has confirmed the service charge arrears have been cleared send the applicant an approval letter and update the Disposals spreadsheet</p> <p>e) If permission is granted subject to conditions and Licence for Alterations then send the applicant our standard letter completing the section detailing the conditions (<i>to follow</i>) and update the Disposals spreadsheet. In addition, pass the file to the Residential Conveyancing Officer who will instruct external solicitors to draft the Licence. The Residential Conveyancing Officer will inform you once the Licence for Alterations is complete update the Disposals spreadsheet</p>	
Post completion	<ul style="list-style-type: none"> • If the leaseholder's works is increasing the number of bedrooms in the property notify the Assignments team as this will affect the service charge. • Following completion the file is to be placed in the Disposals cabinet and ultimately archived. 	

ALTERATIONS GUIDE

If you own a lease of your property then you are responsible for maintaining and repairing the internal parts of the property. This repairing obligation includes your central heating system unless the property is connected to a communal heating system. Your lease also makes you responsible for the maintenance of the Council's fixtures and fittings which includes the kitchen and bathroom fittings (i.e. cupboards, bath, toilet). Please note that the maintenance of the windows and external doors, the roof, the main fabric of the building and all common areas is the responsibility of the Council.

Under the terms of your lease you will require the Council's permission if you wish to carry out any alterations or improvements affecting:-

- a) the Council's fixtures and fittings (including the removal of fitted cupboards); or
- b) the heating system at the property; or
- c) the exterior of the building; or
- d) the structure of the building (including the removal of internal walls).

In most cases where a leaseholder wishes to carry out improvements to their property i.e. renew their kitchen units or central heating system, we will agree to the works. However, you should always request formal permission as in some instances we may ask you to provide an appropriate certificate to confirm that the work has been carried out in accordance with prevailing regulations. If you intend to make structural alterations to your property you must provide us with plans showing the proposed alterations.

Please note that fees are payable with regard to permission requests and these are detailed below. If extensive works are proposed you may be required to enter into a new lease to ensure that the lease correctly defines the property and sets out the maintenance responsibilities. In this case you would also be responsible for the Council's legal costs.

Alterations and Improvements Permissions Procedure

Your request for the Council's permission should be sent to the Home Ownership Unit. The Home Ownership Unit will then instruct the Area Housing Office or Tenant Management Organisation to decide whether or not to grant permission.

Step 1 – How to apply

If you want to make an alteration or improvement to your property you should request the Council's consent and contact:

Home Ownership Unit
376 Walworth Road
London SE17 2NG

Please clearly state the works you are proposing and if this involves any alteration or addition to the property you should also enclose four sets of plans.

Step 2 – The Council's response

If there is no obvious reason why we should not agree to your request the matter will be referred to the Area Housing Office or Tenant Management Organisation. We will write to acknowledge receipt of your request and give you an indication of any fees which may be payable. If your request concerns a 'like for like' replacement then it is probable that the only fee payable will be our administration fee (detailed below). However, if you are proposing alterations or construction works there may be additional fees.

Step 3 – The Area Housing Office/Tenant Management Organisation's decision

If the Council agrees to your request, and the request concerns a 'like for like' replacement, then we will write to inform you and let you know any conditions that you must comply with. For instance, if you propose to replace your boiler we will require a copy of any certificates issued in relation to the work in accordance with the gas safe register and building control regulations. Similarly, if you are changing or replacing any of the electrical circuits in the property we will require a copy of the certificate issued by an NICEIC approved contractor.

Step 4 – Carrying out the works

Once permission has been granted you may commence the works. However, you should note that if we have agreed to works which affect the structure of the building we will require occasional access to inspect progress and ensure that the agreed specification is being followed.

Once the works have been completed you should notify the Home Ownership Unit and send a copy of any certificates or guarantees we have requested.

Fees

The Council charges an administration fee for granting consent for alterations and the level of the fee will depend on the permission being sought:

For a basic 'like for like' replacement of, for example, kitchen or bathroom fittings - £29.00

For replacement of central heating and/or hot water boilers (and associated fittings) - £58.00

For alterations, adaptations or improvements involving the structure of the building - £203.00

Chapter 6

Schedule 12:

Right to buy: Enquiries before exchange of contracts Clause 18

The Council will deal with pre-contract enquiries.

1. Making Enquiries

The TMO tenant who expresses interest in carrying out the Right to Buy their property or purchase under any other scheme operated by the London Borough of Southwark may obtain application forms from the TMO Housing Office and will be advised to contact the Council's Home Ownership Unit

2 Responding to Enquiries

The TMO will complete the details required by the Home Ownership Unit as set out in the following form, and will comply with the timescales indicated by the Home Ownership Unit for completion of the form:

<p style="text-align: center;">London Borough Southwark –Home Ownership Unit – Form V1 Right to Buy Verification Form for AO – Tenancy Details</p>
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3. Charges

The TMO is entitled to make a reasonable charge for this service based on the Estate Manager's hourly rate plus an administrative on cost of 25% provided that the total cost does not exceed £50. The TMO is also entitled to make a similar charge where this service is provided to the purchaser or purchaser's solicitor, when an existing lease is to be assigned.

Chapter 6 Annex A

The Council's Tenancy Agreement (February 2010)

YOUR TENANCY

1 Tenancy

Your right to occupy and to enjoy the quiet occupation of the property shall not be interfered with by us except as set out in conditions 2a "When we end the tenancy and give notice" and 18 "Access".

- 1b** The tenancy is a "secure tenancy" or an "introductory tenancy" so long as you occupy the property as your only or principal home. If there are joint tenants, the tenancy is a secure tenancy or an introductory tenancy so long as at least one of the tenants occupies the property as their only or principal home.
- 1c** The question of whether a tenancy is secure or introductory is determined under the Housing Act 1985 and the Housing Act 1996.
- 1d** In general, all new council tenancies will be introductory tenancies for a trial period of 12 months or 18 months if we decide to extend the trial period or if, during the trial period, we decide to seek possession by issuing court proceedings, in which case the tenancy will remain introductory until the court proceedings are finally determined.
- 1e** The introductory tenancy will automatically become a secure tenancy at the end of the trial period of 12 or 18 months provided court proceedings for possession have not been issued.

Ending a Tenancy

2 When we end the tenancy and give notice

We can only end the tenancy and obtain possession of the property in line with the law.

- 2b** Any notice served by us on you shall be taken as served if left at the property or sent to the property by ordinary pre-paid post.

3 When you end the tenancy

- 3a** You may end the tenancy by giving us at least 4 weeks written notice to quit to end on a Monday. Written notice must be given to the Housing Office or designated customer contact point.
- 3b** At the end of the tenancy, you must make sure you and everyone living with you moves out and that we are given vacant possession. You must leave the property ready for occupation with all fixtures and fittings clean and tidy and in as good a state as they were at the beginning of the tenancy. Fair wear and tear and any damage resulting from our failure to carry out our obligations excepted.

4 If one joint tenant leaves

4a Where the tenancy is a joint tenancy, a joint tenant may only end the tenancy by:

4a1 giving us 4 weeks written notice to quit to end on a Monday and

4a2 giving a copy of the said notice to the remaining joint tenant.

4b Subject to condition 4c and the agreement of the remaining tenant(s), we shall grant them a new tenancy.

4c We shall not be obliged to grant the remaining tenant(s) a new tenancy where in our reasonable opinion there has been a serious breach of conditions 5, 10, 11, 12, 13, 14 or 15 of this Tenancy Agreement.

Paying your rent

5 Rent

5a You must pay the rent and other charges that are due in advance on Monday in each week or by other arrangements we have agreed with you in writing.

5b We must make sure that your rent records are accurate and up to date and provided to you on a monthly basis.

6 Changes to rent and other charges

6a We may, without your agreement change the amount of rent or other charges for the property.

6b If we want to change the amount of rent and other charges we shall serve you with a notice of variation stating the new amounts and the date the change is to take effect which shall not be less than 4 weeks from service of the notice.

6c If before the date specified in the notice of variation you give us notice to quit, the change will not take effect unless, with our written agreement, you withdraw your notice to quit before the date so specified. You must leave the property and give vacant possession to us on the day your notice to quit ends. If you do not we shall be entitled to recover charges for your use and occupation equal to the varied rent and other charges from the date it takes effect until we obtain possession of the property.

6e We undertake to consult the Tenant Council before seeking to change the amounts payable for rent and other charges.

Changing this agreement

7 Changing this agreement

7a Where we want to make any change, other than to the rent or other charges as at condition 6, we shall first serve you with a preliminary notice of our intention to vary the terms of the Tenancy Agreement. The preliminary notice shall state the proposed change and its effect and shall invite you to comment on the proposed changes by a specified date.

7b We shall consider any comments made by you or on your behalf in reply to the preliminary notice.

- 7c** We shall also consult on such proposed changes with the Tenants Council and shall consider any comments made by it.
- 7d** After completing this process we may serve a notice of variation on you explaining the changes we will be making to the tenancy agreement and the date the changes will take effect.

Your Rights

8 Lodgers, Subletting and Assignment

- 8a** If you are a secure tenant you may allow people to live with you as lodgers in the property whether or not payment is received from those lodgers provided it does not cause the maximum permitted number of occupiers to be exceeded or result in an overcrowding situation. You must obtain our written agreement, which will not be unreasonably withheld.
- 8b** Where the property is part of supported accommodation (e.g. a sheltered unit) you shall not allow any person to live as lodger under any circumstances.
- 8c** You must not sublet or part with possession of the WHOLE of the property.
- 8d** If you are a secure tenant you may SUBLET or part with possession of PART of the property but must first obtain our written agreement not to be unreasonably withheld.
- 8e** You may assign your tenancy (pass it on to someone else) but only in certain circumstances in line with the law. There are different provisions for secure and introductory tenants. Further details can be found in the Tenant's Handbook.

9 Succession – passing of the tenancy on death

- 9a** On the death of a secure or an introductory tenant the law states that the tenancy may be passed on to another person, so long as that person qualifies in line with the law. This statutory succession can only happen once. The council may allow a discretionary allocation of a new tenancy in certain special circumstances.
- 9b** Where the tenancy is a joint tenancy and one of the joint tenants dies, the tenancy will vest in the remaining joint tenant(s) as successor to the tenancy provided the remaining joint tenant is qualified to succeed and was occupying the property as their main or principal home at the time of the tenant's death.
- 9c** The law states that a person is qualified to succeed to a secure or introductory tenancy if they occupied the property as their only or principal home at the time of the tenant's death and

9c1 is the tenant's spouse or civil partner, or

9c2 another member of the tenant's family, including a person living with the tenant as husband and wife or civil partners, and lived with the tenant throughout the period of 12 months ending with the tenant's death unless, in either case the tenant was a successor.

Where more than one person qualifies to succeed to the tenancy then the tenant's spouse or civil partner is to be preferred over another member of the family or where there are two more other members of the tenant's family, failing agreement between themselves, the Council will determine which of them is to succeed.

Your responsibilities

10.Nuisance and anti-social behaviour

- 10a** The conditions of this section apply to you and persons living in and or visiting the property. You are responsible for your behaviour and for that of persons living with you or visiting the property.
- 10b** You shall act in a reasonable manner and must not do anything which in our reasonable opinion causes nuisance, annoyance, offence, distress or alarm to other residents or visitors or damage any property or possession belonging to us or our residents and their visitors.
- 10c** You and anyone acting on your behalf must act in a reasonable manner towards our employees and agents and must not threaten, abuse or assault staff carrying out their duties in relation to the tenancy or as a consequence of their employment with us, whether in working hours or outside working hours and whether or not at or in the locality of the property.
- 10d** You must not discriminate, intimidate, harass or abuse anyone because of their ethnic background, sex, sexuality, religious beliefs, age or disability.
- 10e** You must not carry out motor vehicle repairs in or near the locality of the property or garage which in our reasonable opinion is or may become a nuisance or annoyance or cause offence to other people.
- 10f** You must keep noise, including the use of television, playing of amplified music, musical instruments, or otherwise howsoever caused, to a reasonable level within the property, and from motor vehicles.
- 10g** You must not hold or permit to be held any excessively noisy party or pay party at the property nor advertise or permit to be advertised such a party.

11 Security

- 11a** The conditions of this section apply to you and persons living in and or visiting the property. You are responsible for your behaviour and for that of persons living with you or visiting the property.
- 11b** You must not use the communal areas of the block or estate for anything other than access, rest and quiet recreation (unless otherwise designated).
- 11c** If there is a door entry system and / or CCTV, you must not break the shared security by allowing strangers access into the block.
- 11d** You must not enter any restricted areas including, but not limited to, lift rooms, water tank rooms, roofs and roof spaces.

12 Pets and other animals

- 12a** The conditions of this section apply to you and persons living in and or visiting the property. You are responsible for your behaviour and for that of persons living with you or visiting the property.
- 12b** You must not keep in the property or within the boundary of the estate any animal, bird or reptile which in our reasonable opinion is dangerous, injurious to health or a nuisance.

- 12c** You must not keep a dog in the property without first obtaining our written agreement, which will not be unreasonably withheld. If given, it will be on the condition that the dog is micro chipped and relevant owner details recorded and kept up to date.
- 12d** You must not cause or allow your dog or any other pet to cause a nuisance or annoyance by excessive barking, other noise or aggressive behaviour.
- 12e** You are responsible for the behaviour of your dog or pet at all times and must make sure that any dog or pet faeces are properly disposed of.
- 12f** You must not feed any pigeons on the estate or in the locality of the property.

13 Health and safety

- 13a** The conditions of this section apply to you and persons living in and or visiting the property. You are responsible for your behaviour and for that of persons living with you or visiting the property.
- 13b** You shall not cause or allow fire exits, or routes, from the property or in any communal area to be blocked or otherwise act so as to create a health and safety danger.
- 13c** You must make sure that any fire check doors internal to the dwelling are in working order and report any faults to us.
- 13d** We will undertake our statutory and contractual responsibilities to make sure the health and safety of our tenants is not put at risk.

14 Rubbish

- 14a** The conditions of this section apply to you and persons living in and or visiting the property. You are responsible for your behaviour and for that of persons living with you or visiting the property.
- 14b** You must make sure that you do not cause any obstruction to communal landings, staircases or corridors at any time and only dispose of rubbish in a refuse chute or bin. Any other rubbish must be placed in any other designated area on the agreed day of collection.
- 14c** It is your responsibility to make sure that rubbish and unwanted belongings are properly disposed of.
- 14d** You must keep all garden space, balconies and yards of the dwelling tidy and free from rubbish.

15 Domestic violence

- 15a** You must not use or threaten to use violence against any other person lawfully allowed to live in the property so that they may be or are prevented from continuing to live peaceably in the property.

16 Parking of vehicles

- 16a** The conditions of this section apply to you and persons living in and or visiting the property. You are responsible for your behaviour and for that of persons living with you or visiting the property.
- 16b** You must not park or keep any vehicle anywhere on the estate other than:

- 16b1** in a garage or parking space you rent from us,
 - 16b2** in a designated parking area, or
 - 16b3** in line with any parking permit scheme in place on the estate.
- 16c** Where a parking permit scheme is in place, you have a duty to make sure that people living with you or visitors who enter the estate are made aware of the estate's parking enforcement schemes.
- 16d** Any vehicle parked on the estate must meet conditions 16b and 16c and must:
- 16d1** clearly display a current vehicle excise license (tax disc) at all times,
 - 16d2** have a valid MOT certificate and be road worthy,
 - 16d3** not exceed any one of the following dimensions, unless the vehicle is solely used for social or domestic purposes and you and or the owner have obtained our written permission,
 - Height 6'6" (2 metres),
 - Width 6'0" (1.83 metres)
 - Length 16'0" (4.8 metres)
 - Weight 7.5 tonnes
 - 16d4** not be left outside a garage if it obstructs access for garage users,
 - 16d5** not be crash-damaged or have other kind of damage – unless you have got written agreement from us,
 - 16d6** not cause obstruction to other residents, or to emergency vehicles, and
 - 16d7** not be a health and safety risk to residents or visitors to the estate.
- 16e** We, our contractors or agents may wheel-clamp or remove any vehicle which breaks conditions 16b and 16d. We may recover any costs incurred and, if the vehicle is not claimed by the owner within a reasonable period, dispose of the vehicle.
- 16f** Where you rent a garage from us you must keep to the terms of your garage agreement.
- 16g** We will consider any application from a disabled tenant to designate a parking space specifically and exclusively for disabled parking.
- 17 Using the property**
- 17a** You must occupy the property as your principal home. You must satisfy us on an annual basis that you are occupying the property as your principal home. You will be required to provide evidence of your occupation in a form prescribed by us. You shall be required to have a photograph on your Tenancy Agreement.
- 17b** You shall not be absent from the property for a continuous period of more than 42 days without first telling us in writing.
- 17c** You must not use or allow the property to be used other than as a private property.
- 17d** You must not cause or allow the storage or use of in the property including the communal areas, private balcony, store or a garage which is an integral part of the property any liquid

petroleum and paraffin (e.g. calor gas) containers or cylinders, or dangerous chemicals, gases or materials or any other inflammable materials or gases.

18 Access

- 18a** We, our contractors or agents will give you 24 hours notice that entry is required to the property unless, in our opinion, immediate entry is necessary because of an emergency. In emergencies our contractors and/or agents, in the presence of our officers or management agent, may enter the property without notice.
- 18b** You must allow access to the property to allow our officers, contractors or agents to carry out any inspection, safety check, treatment, repairs, major works or improvements that we are required or entitled to carry out to the property (including fixtures and fittings), or to the building or estate in which the property is situated, or any other adjoining land in the council's control.
- 18c** If you repeatedly refuse access, we may ask the courts for an order that allows us, our contractors or agents to force entry to the property.
- 18d** We shall be entitled to recover any costs associated with carrying out a forced entry, including making the property secure afterwards, from you, unless you can show reasonable excuse for failing to provide access.

19 Taking care of the property

- 19a** You must take care of the property including our fixtures and fittings, and make sure that visitors and other people using or living in the property do the same.
- 19b** You are responsible for the upkeep of the garden and window boxes (if any) of the property.
- 19c** You will be required to repay us the cost of any repair or replacement to the property, block or estate resulting from negligence or failure to comply with condition 19a.

20 Cleaning and decorating

- 20a** You are responsible for:
 - 20a1** the cleaning of the communal landing and passages serving the property where so required, and
 - 20a2** the decoration of the interior of the property.
- 20b** We shall take reasonable steps to keep the estate and common parts clean and tidy.

Repairs and maintenance

21 Repairs

- 21a** You should tell us of any problems with the state of repair of the property and common parts as soon as it is possible. You should tell the designated customer contact point.
- 21b** We shall carry out our repairing responsibilities within a reasonable time from the time when we know or ought to know of the need for repairs. A 'reasonable time' is such time as is reasonable in all circumstances, not exceeding the times laid down in our service standards, unless we can establish that a major works project to include the identified

repairs is due to start within a reasonable period and that any delay will not have an impact on Health and Safety and legal obligations or your Right to Repair.

22 Our responsibility to carry out maintenance and repairs

22a We shall keep in repair the structure and exterior of the property and common parts and communal facilities to block and estate including:

drains, gutters and external pipes, service roads, designated play areas, entrances, entrance halls, staircases, roofs and fire fighting equipment,

and, so far as they affect your enjoyment of the property or common parts and subject to reasonable expenditure and consultation with residents, lifts, communal TV aerials, entry phones, communal lighting, refuse collection facilities, communal heating and ventilation services.

22b We shall keep in repair and proper working order (or renew with an appropriate device) the installations whether inside or outside the property which were installed at the commencement of the tenancy or if installed later, were installed by us and either directly or indirectly serve the property for:

22b1 the supply of water, gas and electricity to, and for sanitation at the property (including basins, sinks, baths and sanitary conveniences), and

22b2 heating the property and for heating water in the property.

23 Our right to carry out major works and works of improvement

23a We have the right to carry out works of repair, replacement, renewal or improvement which we are not required to perform by condition 22 but which we decide to carry out to improve the property or the building or estate in which it is situated or which are works to be carried out to a number of properties as part of a planned programme of works.

24 Compensation for failure by council to repair

24a If we fail to carry out our responsibilities under condition 22 you shall be entitled to compensation.

24b The amount may be such sum as is fair and reasonable in all the circumstances. We will deduct any debt owed to us by you from any compensation payable.

25 Making improvements

25a "Improvements" includes but is not limited to:

25a1 adding, removing or altering the property, our fixtures or fittings, or the provision of services,

25a2 putting up any aerial or satellite dish,

25a3 decorating the outside of the property, or

25a4 the replacement or installation of floor coverings.

25b You shall not make any improvement to the property without first obtaining our written permission which will not be unreasonably withheld.

- 25c** Where you ask for our permission to replace or install any floor coverings, we will take in to consideration any known noise nuisance issues in the block and may require you to take any necessary steps to ensure proper sound insulation.
- 25d** Where you have made a improvement to the property, we may, at our discretion, pay you compensation at the end of the tenancy providing certain conditions are satisfied.
- 25e** Condition 25d does not apply to introductory tenants who have made improvements and vacated the home whilst an introductory tenant.

Accessing information

26 Information

- 26a** We must allow you on request to see information that is kept on our housing file about you, your household or the property (including any application which you have made for re-housing and documents in our possession relating to the block and estate where the property is situated) except the following information:
- 26a1** personal information that identifies other people who have not agreed to the disclosure of their personal data and where, on balance, it appears wrong to provide it unless it is reasonable in all the circumstances to disclose the information without their agreement, for example medical information and casework reports from social workers and welfare officers, complaints from other tenants and neighbours or comments by housing staff,
 - 26a2** personal information the disclosure of which might cause serious harm to you or some other individual for example another member of your household,
 - 26a3** personal information the disclosure of which would or would be likely to prejudice an investigation into the behaviour or activities of the tenant for example if the investigation is likely to involve the police; if it may lead to the creation of an Anti-Social Behaviour Order; or if it is in connection with eviction proceedings, or
 - 26a4** personal information the disclosure of which might prejudice the prevention and detection of crime, the prosecution or apprehension of offenders or the assessment or collection of any tax or duty. The information we are able to give you will be provided on payment of a fee of £10 and your request will be dealt with promptly and in any case within 40 days.
- 26b** If we fail to provide the information within 40 days you have the right to refer the matter to us under the Corporate Complaints Resolution Procedure. If the matter is not resolved you will be advised of your right of appeal to the Information Commissioner.
- 26c** If you believe that any of the factual information held about you is inaccurate you are entitled to request it be corrected or erased. You should explain what information you consider to be inaccurate and, if appropriate, provide a written statement of the correct information to us. This written statement should be annexed to the file. We will consider your request within 28 days of receipt of the same. Should we fail to respond to you within that 28 days timescale you may refer the dispute to us under the Corporate Complaints Resolution Procedure.
- 26d** If we agree to correct or erase part of your personal information you will be informed what changes have been made. If we believe the information is correct and are unable to agree the changes that have been requested we will again inform you. Where we do not agree to the changes you may refer the dispute to us under the Corporate Complaints Resolution

Procedure. If however the matter is not resolved then you will be advised of your right of appeal to the Information Commissioner.

- 26e** Where you have applied for re-housing we will advise you on request of your priority for re-housing.
- 26f** We will maintain a Tenant's Handbook. The Handbook will contain information about this tenancy together with an explanation about the legal meaning of the conditions, the relevant policies and our procedures together with other useful background information, which will be of assistance to you. The Handbook will be updated from time to time. We shall be legally bound by the contents of the Handbook.

Arbitration

27 Arbitration

- 27a** We shall maintain an Arbitration Tribunal and an Arbitration Panel for the resolution of certain disputes between tenants and the Council and between tenants. When either you or we have referred a dispute to Arbitration, the other party shall be bound to submit to the decision of the Arbitration Tribunal, and decisions of the Arbitration Tribunal shall be enforceable in the Courts.
- 27b** Membership of the Arbitration Tribunal shall be drawn from the Arbitration Panel. The Arbitration Panel will consist of at least nine members, of whom at least three will be elected members of the Council ("the Councillor Representatives"), at least three will be tenants elected by Neighbourhood Forums ("the Tenants' Representatives"), and at least three will be neither elected members nor tenants of the Council and will be jointly selected by one Councillor Representative, one Tenant Representative and the Arbitration Officer ("the Independent Representative"). An Arbitration Tribunal shall consist of a Councillor Representative, a Tenant Representative and an Independent Representative drawn from the Arbitration Panel.
- 27c** We shall appoint an Arbitration Officer.
- 27d** We shall have the power to prescribe regulations for the conduct of proceedings of the Arbitration Tribunal after consultation with the Tenants' Council and the Arbitration Officer. The following disputes may be referred to the Arbitration Tribunal as long as the dispute relates to the property arising in six years prior to the date of application:
 - 27d1** arising out of alleged breach by either us or you of any of the conditions under this Tenancy Agreement or otherwise imposed by law,
 - 27d2** as to whether any agreement required from us under this Agreement has been withheld, whether such agreement has been unreasonably withheld, or whether such agreement has been given subject to an unreasonable condition,
 - 27d3** as to who is entitled to succeed to the tenancy between the Council and anyone claiming to be qualified to succeed a deceased tenant. In this case the procedure is the same as if the parties were the tenant and the Council but for "the tenant" there is substituted "anyone claiming to be qualified to succeed the tenant",
 - 27d4** as to whether you had reasonable excuse for failing to provide access under condition 18, or
 - 27d5** as to whether there has been a serious breach of conditions 5, 10, 11, 12, 13, 14 or 15.

27e The Arbitration Tribunal shall have power to:

27e1 award damages

27e2 grant a declaration or

27e3 order either us or you to do or refrain from doing anything in order to secure compliance with the obligations of this Tenancy Agreement or otherwise imposed by law.

27f If the Arbitration Tribunal finds that we have been in breach of our repairing responsibilities it may award compensation to you in line with condition 24 and if the breach has not been corrected, may order that we carry out the repairs in question within such time as it thinks fit.

Definitions

"You, your and the Tenant" means tenant as defined by Housing Act 1985 and are each and every signatory to this agreement. Joint tenants are liable individually and collectively to carry out the obligations of the tenant.

"We, us, our and the Council" means the London Borough of Southwark.

"Property" means the dwelling house for the purpose of this Agreement as defined by Section 112 of the Housing Act 1985.

"Lodger" means a person who is not named in your tenancy agreement as authorised to live in the property, is not a member of your immediate family and who does not have exclusive occupation of a part of the property.

The **"Common Parts"** means any part of the building of which the property let to you, forms part and any other premises which you are entitled, under the terms of the tenancy, to use in common with the occupiers of other properties let by us.

The **"Block"** means the building in which the property is situated and is used for flats and maisonettes only.

The **"Estate"** means the estate in which the property is situated.

This leaflet contains information about Southwark Council services. If you require information in your language, please call 020 7525 5000

Chapter 6

The Council's Succession Procedure

Annex B

Introduction

Succession of tenancy is the legal transfer of a tenancy to another person, when the tenant dies. For the Succession to be valid there are a number of legal requirements that must be met. This procedure will outline all activities within the Succession process from the request to Succeed to a property to the final sign up procedure of the Successor.

The Legality of Successions

The Housing Act 1985 Section 87 states that, a person has a statutory right to succeed to a tenancy if they occupied the property as their only or principal home at the time of the tenant's death. This is subject to certain legal requirements (See Who can be a Potential Successor on page 3). This applies to both secure and introductory tenancies.

The law provides for one succession only.

Who can be a Potential Successor?

Survivorship – Joint Tenancies

On the death of one joint tenant, the other tenant succeeds to the tenancy. This is called survivorship. This occurs automatically at the point of death and does not require our approval.

Statutory Succession

The following list covers all the persons who would have a statutory right to succeed in order of priority:

- The tenant's married partner or civil partner.
- The tenant's partner living as if they were a married couple or civil partner of the tenant.
- A qualifying member of the family with proof of at least 12 months residency prior to the tenant's death.

For a person to qualify as a member of the family for the purposes of Succession, they must be one of the following:

- Parent or child.
- Grand parent or grand child.
- Brother or Sister.
- Uncle or Aunt.
- Nephew or niece.
- Step relation or half relation.

This list is exhaustive, and cannot be added to.

Multiple Qualifiers to Succession

If more than one person may be entitled to succeed and there is no married, civil, or co-habiting partner who is entitled to succeed, then the other members of the tenant's family must decide between themselves who is to succeed.

If this cannot be agreed, Southwark Council will consider each claim to the succession and make the decision based on the following criteria:

- Age of the successors.
- Who will make best use of the property.
- Financial resources (if information is available).

If it is still unclear as to who should be chosen to succeed, inform the area manager of the current situation and provide all the information available. The area manager will make the final decision.

Proof of Identity and Residency

The onus lies with the potential successor to prove their identity and that they meet the principal home and/or the 12 month resident requirement. Ask the potential successor for as much documentation as possible from different sources to reduce the chances of fraud.

Please refer to the Proof of Identity and Residency Document List in Appendix 7. If you are in doubt with regards to the evidence provided, please refer to your Resident services manager.

Situations may arise where certain qualifiers to succession are unable to provide sufficient evidence to prove 12 month residency. This may occur with vulnerable or elderly people. In these specific cases Resident officers are encouraged to assist with gathering evidence.

Adapted Properties and Supported Housing

We cannot refuse the succession to a tenancy where the successor becomes the tenant of a specially adapted or supported housing property for use by a person with disabilities or someone with special needs, which are not required by the successor. However, where appropriate we can use the Housing Act 1985 Schedule 2, grounds 13 and 15 to gain possession once the Succession has taken place.

Possession under grounds 13 and 15 can only be granted if the ground is proven and the court is satisfied that it is both **reasonable** to make an order and that **suitable accommodation** will be available. Serving a Notice Seeking Possession under these grounds must be approved by your Resident services manager.

In all cases, prior to serving a Notice Seeking Possession, alternative accommodation must be offered. Referring the assignee to the Council's "Small is Beautiful" scheme is good practice.

Under-occupation

We cannot refuse the succession to a tenancy on the grounds of under-occupation. However, once the succession has taken place, where appropriate we can take action using Schedule 2, Ground 16 of the Housing Act 1985.

This allows us to serve a Notice Seeking Possession if the successor succeeded to the property as a member of the family, and not a spouse, and the property is larger than they need. Notice of proceedings must be served more than 6 months but less than 12 months after the death of the tenant.

Possession under ground 16 can only be granted if the ground is proven and the court is satisfied that it is both **reasonable** to make an order and that **suitable accommodation** will be available.

Serving a Notice Seeking Possession under these grounds must be approved by the Resident Services Manager.

In all cases, prior to serving a Notice Seeking Possession, alternative accommodation must be offered. Referring the assignee to the Council's "Small is Beautiful" scheme is good practice.

Where Succession Cannot Take Place

Succession must not take place where:

- The person applying to succeed to the tenancy is not a Potential Successor as defined by the lists on page 3.
- There isn't sufficient proof that the qualifying family member has lived with the deceased tenant for at least 12 months prior to the tenant's death.

No Further Succession Rights

A succession cannot take place where the original tenant:

- Succeeded to the tenancy after 3rd October 1980.
- Was a joint tenant and became a sole tenant (following the death of the other joint tenant).
- Had a tenancy assigned to them by a court order and the original tenant was a successor.
- Had the tenancy assigned to them by way of Mutual Exchange, and had succeeded to their previous tenancy.

With regards to the above, the law only allows for one Succession.

Illegal Occupation

Occupants who have had their application to succeed rejected may still be residing in the property. As the tenancy does not automatically end on the death of the tenant, we are not entitled to possession while the tenancy is still in existence.

On the death of the tenant a Notice To Quit must be served on the property and to the executor or personal representatives of the deceased tenant. If a tenant dies intestate, the Notice To Quit must be served on the property and to the Public Trustees Office.

The Public Trustee Office contact details are:

The Public Trustee
PO BOX 3010
London
WC2A 1AX
Telephone: 020 7911 7127
Fax: 020 7911 7105

Rent Arrears

If the succession is claimed by way of survivorship (death of one joint tenant) the remaining joint tenant becomes liable for the rent arrears.

Any rent arrears on a tenancy that has been succeeded to by way of statutory succession (not including survivorship) become a debt owed by the deceased tenant's estate and cannot be claimed from the successor. This becomes a Former Tenant's Arrears (FTA) issue, and the FTA team must be informed so they can begin the process of recovering the debt from the estate, or consider it for write off.

Death Certificate

Death Registered in Southwark

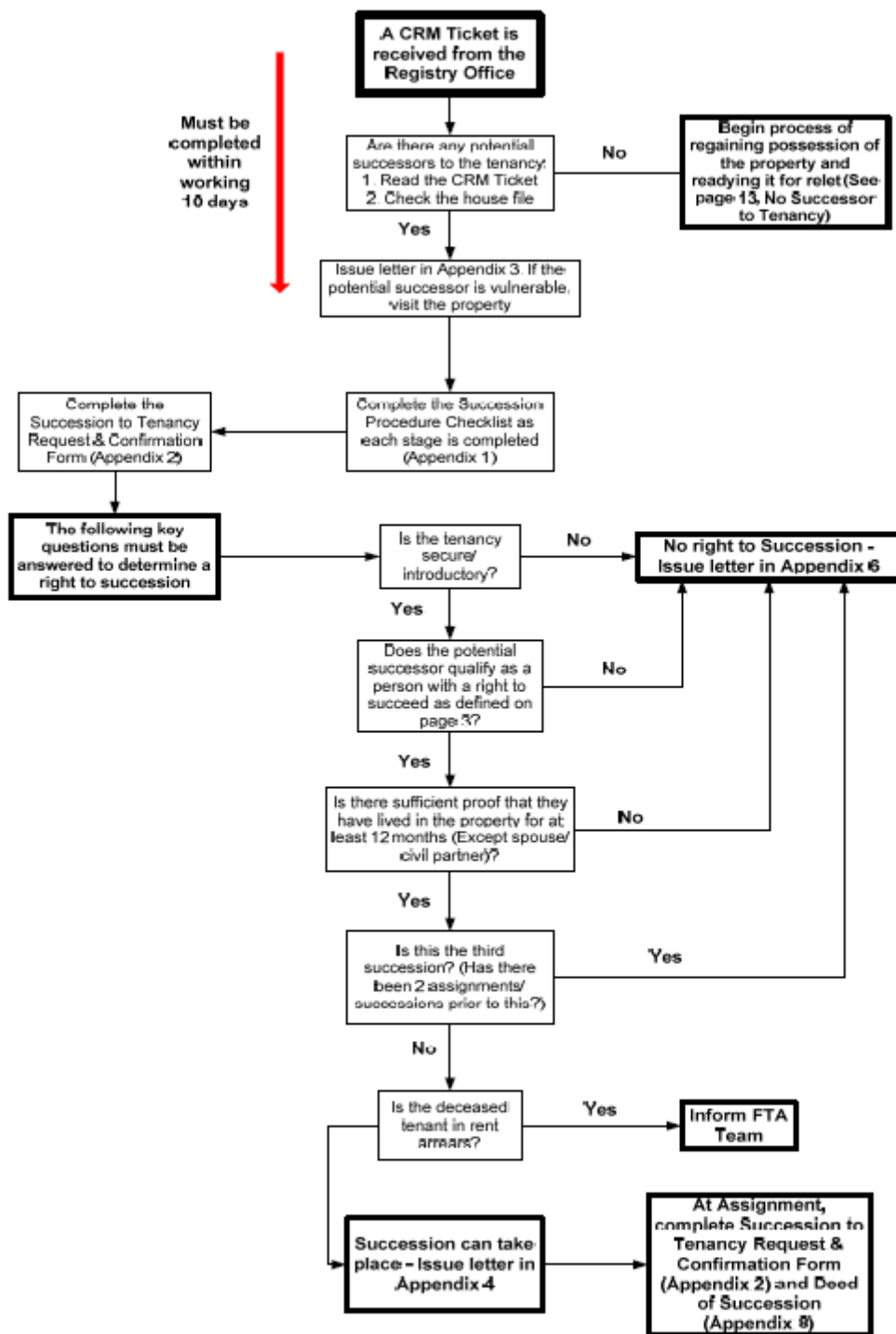
If the bereaved takes up the offer of the "Tell Us Once" scheme while the death is being registered at the Southwark Register Office, a CRM ticket will be issued, informing the Area Housing Office of the death. In this instance a copy of the tenant's Death Certificate is not required as evidence of the death. The notification and verification from the Southwark Register Office is sufficient.

There shouldn't be any circumstances where a copy of the Death Certificate is required. If for any reason Housing Management still requires a copy of the Death Certificate, the Register Office must be approached for a copy. The onus is on Southwark Housing Management to obtain a copy from the Register Office, and not to demand a copy from the bereaved. If the bereaved declines to take up the "Tell Us Once" service, then we can ask them for a copy of the Death Certificate.

Death Registered Outside of Southwark

If the death was registered outside of the Borough, a copy of the Death Certificate must be obtained from the potential successor.

Succession Process – CRM Ticket



Succession Process – A Potential Successor Contacts the Area Housing Office

Succession Process

There are two ways that Southwark Housing Management can become aware of the death of a tenant and potential successors:

- A CRM ticket is received from the Southwark Registry Office.
- A potential successor contacts the Area Housing Office CRM Ticket

CRM Ticket

In accordance with Southwark Council's "Tell Us Once" scheme, when the Housing Office receives a CRM ticket from the Registry Office, the following must be carried out:

- The Resident officer assigned must begin investigating the tenancy and determine if there are any potential successors to the tenancy:
 1. Read the CRM Ticket for information
 2. Check the house file for other occupants living at the property
- If a potential successor is identified, issue letter in Appendix 3, or if the person is identified as vulnerable, visit the property. The CRM Ticket must be responded to within **10 working days** of receipt.
- If the potential successor has expressed a wish to succeed to the tenancy, complete the Succession Procedure Checklist (Appendix 1) at each stage.
- Complete the Succession to Tenancy Request & Confirmation Form (Appendix 2).
- Issue the relevant letters (Appendix 4-6).

A Potential Successor Contacts the Area Housing Office

When a potential successor contacts the Housing Office with a request to succeed to a tenancy, the following must be carried out:

- Complete the Succession Procedure Checklist (Appendix 1) at each stage.
- Complete the Succession to Tenancy Request & Confirmation Form (Appendix 2).
- Issue the relevant letters (Appendix 4-6).

Succession Confirmation

When the right to succeed has been confirmed by the Resident services manager, a letter of confirmation (Appendix 4) must be issued inviting the successor to the Area Housing Office to complete the process.

Tenancy Succession

At the tenancy succession, the following must be carried out:

- If this is a second succession, inform the successor that this does not constitute a new tenancy, and no new rights to succession are granted.
- Section 4 of the Succession to Tenancy Request & Confirmation Form must be completed by the successor.
- Inform the successor that their photo will be taken.
- Make copies of proof of identity and address documents of the successor and file in house file.
- The Deed of Succession must be completed (Appendix 8).
- Ask the new tenant to complete Tenant's Equalities Data Collection Form (Appendix 9).

- The Deed of Succession must be attached to the existing Tenancy Agreement and a copy given to the new tenant, and a copy filed in the house file.

If the successor is unable to travel to the Area Housing Office to complete the process, suitable arrangements should be made so that this can be completed at the property.

Joint Tenancy - Survivorship

If the tenancy is a joint tenancy, the succession occurs automatically at the point of death and does not require our approval. However it is good practice to inform the remaining joint tenant that succession has occurred, and that they are still liable for any rent arrears; issue letter in Appendix 5. A Deed of Succession (Appendix 8) is not required for Survivorship; attach a copy of the letter (Appendix 5) to the Tenancy Agreement on the house file as proof of succession via Survivorship.

Succession Refusal

If a Succession has been refused by the Resident services manager, a letter of refusal (Appendix 6) must be issued stating the reasons for refusal.

No Successor to Tenancy

If no successor to the tenancy has been identified, follow the Housing Management procedures on regaining possession of the property and readying the property for relet.

A Notice to Quit must be served on the property and to the executor or personal representatives of the deceased tenant. If a tenant dies intestate, the Notice To Quit must be served on the property and to the Public Trustees Office, contact details can be found on page 8.

i-World Procedure

Survivorship

If the deceased tenant was a joint tenant, the procedure on iWorld is to remove the deceased tenant's name from the tenancy, and make the remaining person the sole tenant. Please refer to Appendix 10 for screenshots on how to carry out this procedure.

Statutory Succession

Where the successor is not a joint tenant, the successor must be added to the tenancy on iWorld. The following must be done when adding the successor to the tenancy:

- Enter the start date of the tenancy (date previous tenant died).
- Ensure that the "Statutory Successor" box is ticked.

Once this has been carried out, the deceased tenant must now be removed from the tenancy.

Three things must be done when removing the deceased tenant from the tenancy:

- Enter the end date (date the tenant died).
- Select termination reason (deceased).
- Select the new main tenant for the tenancy (the successor).

Please refer to Appendix 10 for screenshots on how to carry out this procedure

Rent Account

The Income Officer needs to be informed of the death of the tenant. The tenant's rent account is amended on iWorld to reflect the successor's name. Any arrears owing at the time of death must be taken off the rent account and placed into a succession account.

The Income Team must then create a succession account where the debt of the deceased must be added.

The FTA team must be informed of the death of the tenant and a write off form (see appendix 11) must be completed with the death certificate, succession document and rent balance at the date of death.

All appendices referred to in this Schedule are located in the Succession Procedure Manual and are subject to periodic review and updating. A copy of the Manual has been provided to the TMO and copies can be obtained on request from the Tenant Management Initiatives Team.

Chapter 8

The Schedule:

Key Performance Indicators (KPIs)

The TMO's Key Performance Indicators enable it to measure its performance against the standards it is required to achieve under the Agreement. They are listed in Annex A to this Schedule.

Annex A consists of:

1) 22 Essential KPIs, for which targets will be agreed each year. These include national, regional and local performance indicators. The Essential KPIs cover performance under 5 main headings:

- i) Financial management (rent collection & arrears management; service charge & collection; budgets and accounting),
- ii) Repairs & maintenance (repairs; void management)
- iii) Tenancy management (unauthorised occupation, anti-social behaviour), repossession action
- iv) Governance (committee membership and training)
- v) Administration (complaints; member enquiries; and ombudsman enquiries)

The essential performance indicators listed above will change in line with the revision of national, regional or local performance indicators and any changes to the monitoring regime.

A menu of Optional KPIs from which the TMO's Management Committee and the Council will agree those KPIs for the following Financial Year is offered. The TMO may involve its manager and other staff in agreeing the optional KPIs, but selection and agreement is the sole responsibility of the Management Committee .

The Council will apply its discretion approach to optional KPI's for TMO's with a track record of good performance. However, where a TMO is performing poorly against its essential KPI's the council will direct the TMO more in depth use of the Optional menu to improve the TMOs performance in specific service areas.

The basis for selection of optional KPIs : TMO Services which the Council has identified as in need of improvement

- Services which the TMO has identified and for which the TMO will set targets to reflect local circumstances.
- Size of TMO
- Number and level of delegated responsibilities
- Length of time established and performing satisfactorily
- Whether the TMO has been served with a Supervision or Breach Notice

It is not intended that TMOs should be required to report on all, or even the majority, of options in the menu. The number of optional KPIs should be identified and agreed each year either by the TMO and or the council.

In choosing from the optional KPIs menu, the TMO and Council agree to restrict the number of chosen options to ensure they are not so onerous as to prevent the TMO from

fulfilling its obligations under the Management Agreement or to impair its ability to fulfil those obligations (See Chapter 8 Clause 3.4).


In order to ensure consistency of approach across all the TMO managed stock in Southwark, the Monitoring Officer will advise the Tenant Management Initiatives Monitoring Manager details of, and reasons for, the chosen options.

In agreeing the annual targets for both essential and optional KPI's the TMO and Council will broadly reflect the targets set by the Council for the management and maintenance of the comparator area which is the retained, directly managed, London Borough of Southwark Housing Stock.

Equal Opportunities KPI's are not included in the Essential KPI section of this schedule. The monitoring of Equal Opportunities is carried out under Clause 5 of Chapter 8 of this agreement. However a range of Equal Opportunities Indicators has been included in the optional section, in case, for any reason, either party should wish to include Equal Opportunities KPI's in any year.

Annex A - 1 Essential KPIs

	Definition	Target	
R	Rent collected in quarter, £ % rent collected		
F1 F2	Budgeted expenditure in quarter Actual expenditure in quarter Expenditure variance in quarter (i.e. actual expenditure compared to budgeted expenditure)		
SC1 SC2	Service charges due in quarter, £ Service charges collected in quarter, £ % service charges collected		
Rep1 Rep2 Rep3	Total number of repairs Number of repairs completed on time % repairs completed on time Number of repairs right first time % repairs right first time		
Rep4	Repairs expenditure: responsive, £		
V1 V2	Rent lost on voids in quarter % void loss in quarter Average void relet period - minor voids (from void date to let date); plus major voids (from ready date to let date)		
T1 T2 T3	Total number of tenancies Number of properties with unauthorised occupants % unauthorised occupants Number of unauthorised occupants referred to council for investigation / repossession action % unauthorised occupants referred to council for investigation / repossession action		
G1 G2	Number of current committee members Expenditure on committee members' training, in quarter (£) Training and development spend per Committee member in period		

	C1	Number of complaints made in quarter		
	C2	Number of complaints dealt with in 15 days % of complaints dealt with in 15 days		
	C3	Number of members enquiries received		
	C4	Number of members enquiries dealt with in 10 days % of members enquiries dealt with in 10 days		
	C5	Number of ombudsman enquiries made in quarter		
	C6	Number of ombudsman enquiries dealt with in 15 days % of ombudsman enquiries dealt with in 15 days		
	N1a	Nuisance/ASB complaints made in quarter by categories: Cat 1 - 24 hours Cat 2 - 3 working days Cat 3 - 5 working days Number of nuisance/ASB complaints responded to in target time, by categories: Cat 1 - 24 hours Cat 2 - 3 working days Cat 3 - 5 working days % of nuisance/ASB complaints responded to in target time, by categories: Cat 1 - 24 hours Cat 2 - 3 working days Cat 3 - 5 working days		
	N2a			
	N3a			
	N1b			
	N2b			
	N3b			

Random checks

As part of the quarterly monitoring framework, additional random checks should be made. *All* these checks should be made over the course of one monitoring year, with a random selection from each of the finance, rents, governance, R&M, tenancy management, and staff management & performance sections at each quarterly monitoring visit.

The checks to be made are as follows:

Finance (excluding Rent)

1. Sample approximately 10 random processed invoices and check they were paid within 30 working days or had documented issues why payment was delayed;
2. Current expenditure budgets, totals for the year against those agreed at the beginning of the financial year, to ensure any variations or other changes have been authorised, which will be verified against minutes;
3. Progress against auditor recommendations in the key issues memorandum;
4. Declaration of interest forms, signed director contracts, staff code of conduct all signed;
5. Total expenditure by supplier / contractor checked for correct procurement level and no unexpected companies;
6. Purchase raised correctly (in most cases purchase order before invoice);
7. Review of expenses / discretionary payments made (with names removed);
8. Review any bank statement and query movement on it; check that bank reconciliations are taking place on a regular cycle, and are properly signed off;
9. Review of petty cash expenditure and accounting (linked to 7 above).

Rents

1. Random selection of five arrears cases, and review of evidence of action taken;
2. Check cases over 6 weeks arrears and seek an explanation (written) as to why they have not been handed back for action (except BEMA & JMB) – need to check age of debts.

Governance

1. Review of all changes in TMO membership in past 12 months, checked against tenant and leaseholder movements;
2. Review of most recent return to company house, and check that no current management committee members should have been excluded;
3. Check for meeting quoracy in the minutes of 5 randomly selected committee or subcommittee meetings;
4. Review of arrears actions taken on all instances where a management committee member is currently in arrears; the draft procedure for this is at Annex A to this Appendix.
5. Inspection of complaint register, and review of documentation of a recent complaint and the TMO's response.

R&M

1. Review of all documentation in relation to a contract awarded in the last 6 months;
2. Inspection of TMO's approved list of contractors;
3. Review of all documentation regarding checks made on a randomly selected contractor on the TMO's approved list;
4. Review of pre- & post- inspections for repairs over a specific amount (quality assurance, value for money, tenant evaluation).

Tenancy management

1. Review of documentation relating to termination and letting of 2/3 voids from within the last 12 months;
2. Inspection of tenancy details on file for randomly selected 5 properties, and of documentation of any tenancy checks subsequently made on the same properties.

Staff Management & Performance

Inspection of work plan and/or of notes from at least one performance appraisal meeting conducted between the TMO's chair or staff liaison officer and its manager, the manager's annual leave record, sickness absence etc.

Annex A 2 Menu of Optional KPIs

no.	Definition	Target	
	Governance		
1	Annual Report produced on time (+/- weeks)		
2	High Priority audit recommendations in last year as a % of all audit recommendations		
3	% of high priority audit recommendations outstanding		
4	Decision to continue at each AGM after Y2		
5	Code of confidentiality and code of governance signed by all Committee members		
6	Register of interests established and up to date		
7	Annual Review Meeting Report to AGM		
	Community Involvement and Communication		
8	TMO produces and distributes to all residents a regular newsletter (at least quarterly) written in plain English		
9	If there is demand for translation or provision of newsletters in another format or medium, the TMO takes reasonable steps to comply		
10	At least one social event a year open to all residents		
	Customer Satisfaction		
11	% of residents satisfied / very satisfied with services		
	Financial Control		
16	Audited accounts produced on time (+/- weeks)		
17	Cumulative surplus / reserve fund per household		
18	Surplus / reserve fund as a % of annual M &M allowances		
19	Debt to asset ratio		
20	% of allowances spent on management		
21	Abbreviated Annual Report sent to all residents		
22	Surplus fund shown on TMO balance sheet		
	Leaseholder Service Charges		
23	Time-limits for response/provision of information: a) RTB & Social Home buy 10 days b) Alterations and permissions 14 days c) Pre-Assignment Enquiries 5 days/24 hrs d) Timely forwarding of correspondence address details 5 days		
24	Accurate and timely provision of information for the construction of revenue service charges including open access to all books and records, timesheets etc		
25	If and when applicable, accurate and timely provision of information for the construction of capital service charges including open access to all books and records etc.		

	Organisation and Strategy		
26	Business Plan In Place and reviewed		
27	Development Plan agreed and progress reviewed		
	Tenancy and Leasehold Management		
28	Racial harassment complaints made in one quarter		
29	% of racial harassment complaints responded to on time		
30	% of unauthorised occupants		
31	% of tenancy checks completed in quarter		
32	Mutual Exchange Applications dealt with in under 42 days		
	Service Provision		
33	Estate Inspections held on schedule and follow action taken		
	Staffing and Recruitment		
34	Regular performance and training needs appraisal carried out for manager and all staff		
35	Vacant posts advertised and Equalities policy adhered to. Terms and conditions and salaries regularly reviewed		
36	Staff liaison officer or sub-committee in place and trained		
	Training and Development		
37	Training opportunities available to all members of the Committee and Committee members encouraged to undertake training and develop their skills.		
38	Use of training and communication budgets on agenda at all meetings.		
39	TMO drafts Training Programme at start of each Financial Year		
40	Report on training for staff and committee to each AGM		
41	Copy of training report to be sent to Council		
	Member Provided Services		
42	Allocation Panel has enough trained members		
43	Carries out interview meetings within required timeframe		
	Equal Opportunities		
44	Committee adhering to the equal opportunities policy and Procedure at all times?		
45	Committee ensuring that all members, staff and contractors are aware of and comply with the TMO Equal Opportunities procedure		
46	The TMO actively monitoring the needs of residents including language and disabilities		
47	Annual Committee review and report on equal opportunities policy, practice and action plan		

	Representation		
48	Committee ensuring that membership of the TMO is as broad and as representative of the residents of the estate as possible		
49	Committee will encouraging the active participation of residents from groups traditionally under-represented in the work of the TMO, including at Committee level		
50	Committee striving to ensure that it includes representation from each area of the estate, tenants and leaseholders and reflects the ethnic and social diversity of residents		
51	% of committee meetings held which were quorate on first call		
52	% of households containing a TMO member		
53	Representation of BME community on Committee		
54	Representation of leaseholders on committee		
	Rent Arrears Handback (Rent Arrears Control Option C)		
55	TMO hands over serious arrears cases in line with the provisions of Schedule 1 of Chapter 3 of the MMA		

Annex B -The Council's KPI's

Annex B consists of The Council's Key Performance Indicators, to enable it to measure its performance against the standards it is required to achieve under the Agreement. The basis on which the Indicators have been set is to identify Essential KPIs which must be set each year, (Part 1) and a menu of optional KPIs (Part 2) from which the TMO and Council will agree to select each year

Part 1 Essential Council KPI's

P.I.	MMA Ref	Definition	Target	
	CH 4	Council sends service charge for coming year to TMO on receipt of the TMO's estimated annual budget.		
	CH4 Sch 1	4.2.2 <u>Sending Out Service Charge Demands:</u> Invoices will be issued quarterly: 1/4, 1/7, 1/10, and 1/1. Reminders will be issued 28 days later and letters sent in a further 21 days,		
	CH5	The Council will provide the TMO with an estimate of the management and maintenance allowances for the forthcoming financial year at least 3 months prior to the start of the financial year (Schedule 3)		
	CH3 8.2	Council gives TMO 6 weeks written notice of rent changes		
	CH4 Sch	Estimated Service Charge bills sent out by Council by end of March		
	Ch 4	Actuals sent out by Council by end September		
	Ch 7	Council to Review performance indicators with the TMO in September		

Part 2**Optional Council KPIs**

	CH1 CI 1	Council Insurances in place		
	Ch2 CI 9.3	TMO provided with a copy of the Council's Building Insurance policy and Guide		
	Ch 1	Council gives TMO access to training		
	Ch 4	Estimated bills sent out by the Council by the end of March each year, to comply with the terms of the lease. Actual bills should be sent out by the Council by the end of September each year		
		Council carries out / funds its retained repairing responsibilities		
	Ch 2 CI 4	Council to advise TMO re Major Works details 28 days before tender invites		
	Ch2 Sch 2	Council to advise TMO of Major Works tenders within 28 days of receipt		
	Ch2 Sch2	Council consult with TMO Project Group on Major Works from early stage		
	Ch 2 Sched 2	Council adheres to Three Stage Consultation Process for Major Works		
	Ch 2 CI6 AnnexB	Council maintains and cleans garages and garage areas to a high standard		
	Ch 3 CI 7	Council gives the TMO timely notice of the Total Rent for each rental period		
	Ch 5 CI 2	TMO Allowances and VAT paid on time subject to any delays or adjustments arising from TMO rent payments to the Council		
	Ch 6 CI2.1	Council consults with TMO on changes to allocation scheme		
	Ch 6 CI 15	Council informs TMO within 14 days re Succession claims		
	Ch 6 CI17.2	Council keeps TMO informed on Right to Buy or other sales in the property		
	Ch 7 CI 9.2	Council responds to TMO requests for help within 21 days when made under Chapter 7 Clause 9.2		
	Ch 7 CI 12	Council notifies TMO within 5 days of any relevant legal proceedings		
	Ch 8 CI 3.2	Council holds a Monitoring and Development Meeting at least 6 monthly		

CHAPTER 9

DEFINITION OF TERMS

Terms which are in **Bold Letters** in the text of this Agreement have the meaning and/or value given to them in this clause. The chapter and clause reference given with each term is the clause from which the meaning of each term comes.

Accounts chapter 5, clause 3 (option B)
The bank accounts opened by the **TMO**.

Allowances (chapter 5, clause 1)
The annual sum of money due to the **TMO** to carry out the responsibilities delegated to the TMO in the Agreement. Chapter 5, clause 1 sets out how the **Allowances** are calculated.

Annual Accounts chapter 5, clause 9 (option B)
The accounts and balance sheet produced by the **TMO** each year within 3 months of the end of the **TMO's Financial Year**

Annual Review Meeting chapter 8, clause 4
The annual meeting between the **TMO** and the Council to discuss the **TMO's Performance Report**.

Application to Exchange chapter 6, clause 12
An application from a tenant in the **Property** who wishes to exercise the Right to Exchange under the rights of secure tenants in section 92 of the Housing Act 1985. The Right to Exchange policy is in Appendix 9.

Approved Person chapter 1, clause 18
A person, approved by the Secretary of State under the **Regulations**, to confirm the competence of the **TMO** to take on the level of responsibilities chosen.

Arrears Prevention and Control Procedure chapter 3, clause 1
The policy agreed between the Council and the **TMO** that will be used for the prevention and control of **Rent** arrears and for managing cases of arrears. The policy is in Appendix 1 to chapter 3

Best Value chapter 8 clause
The national performance regime for reviewing the performance of local authorities.

Breach Notice chapter 1, clause 19
Written notice from the Council to the **TMO** that the **TMO** is in breach of this Agreement because it is failing to carry out the tasks stated in the notice in accordance with the performance standards set out in the appendices to this Agreement.

Breach of Tenancy chapter 6, clause 9, option B
A breach of the terms in the tenancy, lease or freehold covenant.

Claim to the Right of Succession chapter 6, clause 15
A claim that a person is qualified to succeed to the tenancy of a dwelling in the **Property** under sections 87 to 90 of the Housing Act 1985.

Committee Member
A member of the management committee.

Complaint chapter 6, clause 19 (option B)
A written request from a resident to the **TMO** requesting the **TMO** to take action against a person with whom the resident is in dispute.

Contract Works Limit chapter 7, clause 3, (option A)

The Contract Works limit is

The **TMO** must let contracts above this amount to contractors from the **Council's Approved List**.

Council's Approved List chapter 7, clause 3

The lists of contractors approved by the Council for carrying out works in excess of the **Contract Works Limit**.

Council's Key Performance Indicators chapter 8, clause 2

The performance indicators set up by the Council to measure the standard of the Council's performance of its retained obligations under this Agreement.

Council's Offices chapter 7, clause 9

The offices of the Council to which all notices required by the Agreement are to be sent.

Council's Representatives chapter 7, clause 6

The nominated members or officers of the Council who represent the Council on the Liaison Committee.

Council's Estate Services chapter 2, clause 10

Services for the **Property** that the Council is responsible for providing as stated in Appendix 8.

Day

A Calendar day.

Equal Opportunities Policy and Procedures chapter 1, clause 10

The **TMO's** Equal Opportunities Policies and Procedures, which forms Appendix 2 to chapter 1.

Failure Notice chapter 1, clause 19

Written notice from the **TMO** to the Council that the Council is failing to fulfil the responsibilities specified in the **Failure Notice**.

Financial Procedures chapter 5, clause 2

The written statement of the **TMO's** regulations for authorising and controlling expenditure, which forms Appendix 2.

Financial Report chapter 5, clause 9 (option A)

The written statement of account prepared by the Council showing costs in comparison with the Allowances.

Financial Year chapter 5, clause 5

The **TMO's** financial year of 1 April to 31 March each year.

Five Year Reviews chapter 8, clause 7

The review by the Council of the total performance of the TMO every 2 – 5 years.

Float chapter 5, clause 2, option A. *(Omit if chapter 4, clause 3, option B is used.)*

The amount which the Council provides as a cash float to the **TMO** to meet administrative expenses.

Former Tenant Arrears chapter 3, clause 5 (option B & C)

The total amount of rent arrears debts owed to the Council by former tenants at the **Starting Date**.

Freeholder

A person owning the freehold of any property.

Harassment Policy chapter 6, clause 8 (option B)

The policy and procedure set out in Appendix 8 to chapter 5 with which the **TMO** is to comply in dealing with cases of harassment.

Improvement Notice chapter 2, clause 12

A written notice from a tenant claiming the Right to Improve under the terms of Section 97 of the Housing Act 1985 or from a leaseholder seeking consent to improve under the terms of their lease.

Improvements Policy and Procedure chapter 2, clause 12

The written policy in Appendix 9 approved by the Council which sets out the procedure the **TMO** must follow when deciding whether or not to grant consent to improvements proposed in **Improvement Notices**.

Insurance Repairs chapter 2, clause 8

Repairs to the **Property** arising from events that are covered by the Council's buildings insurance policy (such as storm damage, subsidence, fire damage, damage caused by burglary and consequential damage caused by leaking pipes).

Leaseholder

A person who has bought their home but as not purchased the freehold of the property and is holding a lease of more than 21 years e.g. someone who has bought a flat or maisonette.

Lettings Policy chapter 6, clause 2

The arrangements set out in Appendix 3 for the selecting tenants for empty dwellings.

Liaison Committee chapter 7, clause 6

The Joint **TMO** Liaison Committee established by the Council to discuss strategy issues that concern the **TMOs** in the local authority area.

Liaison Officer chapter 7, clause 5

The officer from the Council who is nominated by the Council to be the day-to-day point of contact between the Council and the **TMO**. The job description for the liaison officer is stated in appendix 4 of Chapter 6.

List of Council Officers chapter 7, clause 4

The names, addresses and telephone numbers of the officers of the Council who the **TMO** may need to contact in order to fulfil its responsibilities under this Agreement.

Major Works chapter 2, clause 4

Cyclical redecoration, major repairs or improvements to the **Property**.

Major Works Account chapter 5, clause 3 (option B)

A bank account in the joint names of the Council and the **TMO** in which that part of the **Allowances** paid in advance to fund **Major Works** is held.

Management Committee

The body of persons charged with the management of the **TMO** whether called a committee, board of directors or otherwise,

Management Complaint chapter 7, clause 13

A complaint by either a tenant, leaseholder or freeholder about the performance of the Council or the **TMO** in managing the **Property**.

Management Complaint Policy chapter 7, clause 13

The written policy in Appendix 5, which sets out the arrangements for dealing with **Management Complaints**.

Member

A member or shareholder of the **TMO** as appropriate,

Modular Management Agreement chapter 1, clause 4

The approved form of management agreement required by the Housing (Right to Manage) Regulations 1994.

Net Rent chapter 3, clause 9 (option B)

The net amount of **Rent** collected by the **TMO** to be paid over to the Council at the end of each quarter, as shown in the rent demand sent to the **TMO** by the Council.

Nominated Bank chapter 5, clause 12

..... (name of Bank)

The name of the Bank, which the interest rate of which is used as the base for charging penalty interest payable on any late payment of money due under the Agreement.

Nominations Procedure chapter 6, clause 2 (options B & C)

The policy, procedures and timescales for nominations agreed between the Council and the **TMO** as stated in appendix 2.

Notice of Dispute chapter 7, clause 14

A written notice served either by the Council on the **TMO** or by the **TMO** on the Council stating a grievance as to the working of this Agreement and the action needed in order to resolve the dispute.

Notice of Tenancy Breach chapter 6, clause 7 (option A)

Written notice served by the **TMO** on the Council requesting the Council to take action for breach of tenancy, lease, or freehold covenant (other than on the ground of arrears of rent or service charge).

Performance Improvement Plan chapter 8, clause 4

When deficiencies are identified in the **TMO's Performance Report**, the Council or the TMO will produce a plan identifying out the deficiency will be resolved.

Property title page

The housing and other land described in Appendix 1 to chapter 1.

Regulations title page

The Housing (Right to Manage) Regulations 1994.

Rent(s) chapter 3, clause 2

The rents due from tenants including any charge for the provision of services in chapter 2 clauses 9 & 10. This would include any tenants service charges.

Repair Notice chapter 2, clause 3

Written notice from the **TMO** to the Council that the Council is in breach of a repair obligation retained by the Council or written notice from the Council to the TMO that the TMO is in breach of a repair obligation delegated to the TMO.

Reserve Fund chapter 5, clause 7 (option B)

The fund set up by the **TMO** to meet the costs of fulfilling the TMO's responsibilities under this Agreement which costs cannot be met from the **Allowances** for the current financial year.

Review Report chapter 8, clause 7

The report produced by the Council on the findings of the Five Year review.

Right to Buy chapter 16 clause 17

The statutory Right to Buy, which secure tenants may exercise under the provisions of Part V of the Housing Act 1985.

Right to Enfranchise chapter 1, clause 18

The statutory right of leaseholders under the Leasehold Reform Housing and Urban Development Act 1993 to enfranchise the freehold of the building in which their leasehold property is situated.

Right to Repair Claim chapter 2, clause 13

A claim made under the **Right to Repair Regulations**.

Right to Repair Regulations chapter 2, clause 13

The right of secure tenants under the Local Housing Authorities (Right to Repair) Regulations 1994.

Secondment Arrangement chapter 7, clause 2

The arrangements in which local authority members of staff are seconded to the **TMO**.

Service Charges chapter 3, clause 1

The amount payable by leaseholders and freeholders for services provided by the Council or the **TMO**.

Service Charge Procedure chapter 4, clause 1

The procedure for dealing with leaseholder and freeholder service charges.

Starting Date chapter 1, clause 5

The Management Agreement starts on **14 September 2015** (*fill in date*).

Starting Date Arrears chapter 3, clause 4

The amount owed by tenants in arrears at the **Starting Date**, which the **TMO** will need to collect.

Statutory Duty Nomination chapter 6, clause 3

A notice from the Council requiring the **TMO** to consider an urgent nomination of a prospective tenant whom the Council has a statutory duty to house.

Sub-Letting Policy chapter 6, clause 14

The policy which applications from tenants to sub-let will be considered. as stated in Appendix 11 of chapter 6.

Surplus Fund chapter 5, clause 9

The Surplus Fund is the efficiency savings made by the TMO. Accumulated from one year to the next, and shown either on the Financial Report prepared by the Council (if clause 9, option A is used) or on the TMO's balance sheet (if clause 9, option B is used).

Tenancy Agreement chapter 6, clause 4

The agreement setting out the terms and conditions of tenancy for letting dwellings in the **Property**, a copy of which forms Annex A to chapter 5.

Tenancy Notice chapter 6, clause 3 (option B)

Written notice served by the **TMO** on the Council requesting the Council to grant a tenancy to an applicant or applicants selected by the **TMO** in accordance with the **Lettings Policy** to be granted the tenancy of a vacant dwelling in the Property.

Tenancy Refusal Notice chapter 6, clause 4

A notice served by the Council on the **TMO** in response to a **Tenancy Notice** informing the **TMO** that the Council has reasons for not granting the tenancy to the person the **TMO** has selected. The **TMO** is required to reconsider its original selection.

Tenancy Variation Notice chapter 6, clause 6

Notice served by either the Council or the **TMO** on the other party proposing to vary the terms of the **Tenancy Agreement**.

Tenant

A periodic or fixed term tenant other than a leaseholder.

TMO D'Eynsford Tenant Management Organisation

The tenant management organisation.

TMO's Approved List chapter 7, clause 3

The list of contractors that are approved to enter into contracts with the **TMO**

TMO's Key Performance Indicators chapter 7, clause 1

The performance indicators set up in consultation with the Council to measure the standard of the **TMO's** performance of its obligations under this Agreement.

TMO's Performance Report chapter 8, clause 4

The report produced at the end of the **Financial Year** by the **TMO**, which compares the TMOs and the Council performance against the key performance indicators.

TMO's Registered Office chapter 7, clause 9

The registered office of the **TMO**, which all notices required by the Agreement are to be sent.

TMO's Estate Services chapter 2, clause 9

The services provided by the **TMO** to dwellings in the **Property** as stated in appendix 7.

Total Rent chapter 3, clause 7

A figure representing the rent that the Council would charge if managing the **Property**, plus any additional tenant service charges required by the TMO.

Transfers Policy chapter 6, clause 13

The policy in Appendix 10 under which applications from tenants to transfer to other dwellings owned by the Council will be considered.

Void Losses chapter 3, clause 10 (option B)

Loss of income due from dwellings in the **Property** that remain vacant.

Voids Percentage chapter 3, clause 9

2.%

The percentage of the total amount of money collectable by the **TMO** on behalf of the Council allowed for rent losses from dwellings that remain empty while re-letting occurs (*and bad debts from rent and service charge arrears which the TMO is unable to recover).

Warning Notice chapter 1, clause 19

If the TMO fails to rectify a problem after a **Breach Notice** the Council can issue a further notice to the **TMO** warning the TMO that unless a breach of this Agreement is remedied within 7 days the task(s) stated in the notice will be removed from the **TMO's** responsibility.

Working day

Any day other than a Saturday, Sunday, or bank holiday.

