



TENANT SCRUTINY BOARD

Meeting to be held in Civic Hall, Leeds, LS1 1UR on
Wednesday, 24th September, 2014 at 1.30 pm

MEMBERSHIP

Adam Abeid

Carol Bennett

Sandra Bland

Jim Fergusson

John Gittos

Michael Healey

Steve Ilee (Chair)

Roderic Morgan

Keith Newsome

Phillip Rone

Kevin Sharp

Barry Stanley (Vice Chair)

Maddie Ullah

Damien Walsh

Jackie Worthington

Please note: Certain or all items on this agenda may be recorded

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A G E N D A

Item No	Ward/Equal Opportunities	Item Not Open		Page No
1			<p>EXEMPT INFORMATION - POSSIBLE EXCLUSION OF THE PRESS AND PUBLIC</p> <p>1 To highlight reports or appendices which officers have identified as containing exempt information, and where officers consider that the public interest in maintaining the exemption outweighs the public interest in disclosing the information, for the reasons outlined in the report.</p> <p>2 To consider whether or not to accept the officers recommendation in respect of the above information.</p> <p>3 If so, to formally pass the following resolution:-</p> <p>RESOLVED – That the press and public be excluded from the meeting during consideration of the following parts of the agenda designated as containing exempt information on the grounds that it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that if members of the press and public were present there would be disclosure to them of exempt information, as follows:</p> <p>No exempt items have been identified.</p>	
2			<p>LATE ITEMS</p> <p>To identify items which have been admitted to the agenda by the Chair for consideration.</p> <p>(The special circumstances shall be specified in the minutes.)</p>	
3			<p>APOLOGIES FOR ABSENCE</p> <p>To receive any apologies for absence.</p>	

Item No	Ward/Equal Opportunities	Item Not Open		Page No
4			<p>MINUTES - 23 JULY 2014</p> <p>To confirm as a correct record, the minutes of the meeting held on 23 July 2014.</p>	1 - 4
5			<p>DRAFT TERMS OF REFERENCE - ANNUAL TENANCY VISITS</p> <p>To receive a report from the Head of Scrutiny and Member Development presenting draft terms of reference for the Board's inquiry into Annual Tenancy Visits.</p>	5 - 10
6			<p>SCRUTINY INQUIRY - ANNUAL TENANCY VISITS</p> <p>To receive a report from the Head of Scrutiny and Member Development presenting information requested as part of the Board's first session into Annual Tenancy Visits.</p>	11 - 64
7			<p>SCRUTINY INQUIRY - ANNUAL TENANCY VISITS - NEXT STEPS - SESSION 2</p> <p>To receive a report from the Head of Scrutiny and Member Development requesting the Board to consider what further information is required in order for it to come to any conclusions and recommendations.</p>	65 - 66
8			<p>DATE AND TIME OF NEXT MEETING</p> <p>Thursday, 16 October 2014 at 1.30pm in the Civic Hall, Leeds.</p>	

Item No	Ward/Equal Opportunities	Item Not Open		Page No
			<p>THIRD PARTY RECORDING</p> <p>Recording of this meeting is allowed to enable those not present to see or hear the proceedings either as they take place (or later) and to enable the reporting of those proceedings. A copy of the recording protocol is available from the contacts named on the front of this agenda.</p> <p>Use of Recordings by Third Parties– code of practice</p> <p>a) Any published recording should be accompanied by a statement of when and where the recording was made, the context of the discussion that took place, and a clear identification of the main speakers and their role or title.</p> <p>b) Those making recordings must not edit the recording in a way that could lead to misinterpretation or misrepresentation of the proceedings or comments made by attendees. In particular there should be no internal editing of published extracts; recordings may start at any point and end at any point but the material between those points must be complete.</p>	

TENANT SCRUTINY BOARD

WEDNESDAY, 23RD JULY, 2014

PRESENT: Barry Stanley in the Chair

Carol Bennett, Jim Fergusson,
Maddy Hunter, Roderic Morgan,
Keith Newsome, Damien Walsh and
Jackie Worthington

1 Appointment of Chair

RESOLVED – That in the absence of Steve Ilee, who had submitted his apologies for absence to the meeting, Barry Stanley, be appointed Chair of the Tenant Scrutiny Board for the duration of this meeting.

2 Exempt Information - Possible Exclusion of the Press and Public

There were no exempt items.

3 Late Items

There were no late items.

4 Apologies for Absence

Apologies for absence were submitted by Adam Abeid, Michael Healey, Steve Ilee, Phil Rone and Kevin Sharp.

The Board was advised that Allan Gibson had resigned as a Member of Tenant Scrutiny Board due to work commitments. In addition, Maddy Hunter, had resigned as a Member of Tenant Scrutiny Board due to a conflict of interest arising from her membership of Tenant Scrutiny Board and Housing Advisory Board. Maddy advised that she would remain a Member of Housing Advisory Board and attend future Tenant Scrutiny Board meetings as an observer. The Board thanked Alan Gibson and Maddy Hunter for their positive contribution to the work of tenant scrutiny. Peter Marrington, Head of Scrutiny and Member Development also agreed to a request that the advice in relation to conflict of interest be forwarded to Board Members for their information.

5 Minutes - 5 June 2014

RESOLVED – That the minutes of the meeting held on 5 June 2014 be confirmed as a correct record.

6 Matters arising from the minutes

Min No. 18 – Sources of Work for the Scrutiny Board

The Board requested further information and statistics regarding under occupancy. The Head of Scrutiny and Member Development undertook to contact the relevant officer to provide an update on this.

The Head of Scrutiny and Member Development also undertook to provide the Board with further information regarding the approval of adaptations.

7 Minutes of Scrutiny Board (Housing and Regeneration) - 24 June 2014

RESOLVED –

- (a) That the minutes of Scrutiny Board (Housing and Regeneration) held on 24 June 2014 be noted
- (b) That relevant reports be forwarded to Tenant Scrutiny Board for its information.

8 Tenant Engagement Update

The Head of Scrutiny and Member Development submitted a report which presented information requested by the Tenant Scrutiny Board at its informal meeting held on 26 June 2014.

The following information was appended to the report:

- Housing Advisory Board report of 3 June 2014 and accompanying appendices
- Tenant and Community Involvement update.

The following were in attendance for this item:

- Peter Marrington, Head of Scrutiny and Member Development
- Amanda Britton, Service Manager, Environment and Housing.

The key areas of discussion were:

- The development of the Leeds Tenant Engagement Framework and the consequential development of staffing structures to support the Framework.
- The development of tenant engagement groups within the framework.
- Clarification regarding tenant inspections, particularly the role of tenant inspectors and the need to ensure consistency of approach across Leeds.
- That tenant groups be regularly updated on progress, particularly on timescales.
- Acknowledgement regarding the review of Leeds Tenant Federation and its future role.

RESOLVED –

- (a) That the contents of the report and appendices be noted
- (b) That a report back be provided to the October Board meeting with further information about tenant inspections and the role of tenant inspectors.

9 Performance report - Quarter 4 and other requested information

The Head of Scrutiny and Member Development submitted a report which presented information requested by the Tenant Scrutiny Board at its informal meeting held on 26 June 2014.

The following information was appended to the report:

- Quarter 4 performance relevant to the Board within the Best Council Plan
- Housing Performance Information Quarter 4, 2013/14
- Overview of Arena Partnerships Tracker
- STAR survey 2014/15 – Method & Approach – Report of Housing Advisory Board on 20 March 2014.

The following were in attendance for this item:

- Peter Marrington, Head of Scrutiny and Member Development

The main areas of discussion were:

- Review of tenancy visits, how to make best use of collating information and whether the information collated could be used to help inform other council services.
- The provision of ward based data and other relevant information. The Head of Scrutiny and Member Development, undertook to liaise with Information colleagues, regarding the availability of the Neighbourhood Index, a useful tool that provided information about wards and communities.
- Clarification sought regarding the Council's use of the Arena Partnership / TP Tracker database, particularly what checks and balances existed to ensure that the data could not be tweaked or manipulated, whether the current username/password system offered sufficient security and whether any of the data could be sold on. The Head of Scrutiny and Member Development undertook to request a written response on this and that any outstanding issues be brought back to the September Board meeting for further discussion.

RESOLVED –

- (a) That the contents of the report and appendices be noted

- (b) That in relation to tenancy visits, the Head of Scrutiny and Member Development be requested to draw up draft terms of reference, in conjunction with Board Members, in anticipation that Scrutiny on this matter commences at the September Board meeting.
- (c) That the Head of Scrutiny and Member Development, liaises with colleagues regarding the availability of the Neighbourhood Index, to provide the Board with relevant information about wards and communities.
- (d) That the Head of Scrutiny and Member Development requests a written response regarding the Council's use of the Arena Partnership / TP Tracker database, and that any outstanding issues be brought back to the September Board meeting for further discussion.

10 Work Schedule

The Head of Scrutiny and Member Development submitted a report which invited the Board to consider its work schedule for the forthcoming municipal year.

RESOLVED –

- (a) That the contents of the report be noted
- (b) That the work schedule be updated to reflect the discussions at today's Board meeting.

11 Any other business

Board Members raised concern regarding non-attendees that had not submitted apologies for absence to the meeting. There was also a brief discussion in relation to the future recruitment of Board Members.

RESOLVED –

- (a) That the Head of Scrutiny and Member Development to discuss with the Chair whether it was appropriate to canvass the views of Board Members about non-attendance.
- (b) That the Head of Scrutiny and Member Development to discuss with the Chair the future recruitment of Board Members in line with current best practice.

12 Date and Time of Next Meeting

Wednesday, 24 September 2014 at 1.30pm in the Civic Hall, Leeds.

(The meeting concluded at 3.00pm.)



Report author: Peter Marrington
Tel: 0113 39 51151

Report of the Head of Scrutiny and Member Development

Report to Tenant Scrutiny Board

Date: 24 September 2014

Subject: Draft Terms of Reference – Annual Tenancy Visits

Are specific electoral Wards affected? If relevant, name(s) of Ward(s):	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Are there implications for equality and diversity and cohesion and integration?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is the decision eligible for Call-In?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does the report contain confidential or exempt information? If relevant, Access to Information Procedure Rule number: Appendix number:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

1.0 Summary of main issues

- 1.1 At the board's meeting in July, members agreed to carry out an inquiry into annual tenancy visits beginning in September.
- 1.2 A copy of draft terms of reference were issued to members after the meeting in July for comment. Responses were received from the Chair and Vice Chair.
- 1.3 Prior to formal approval, members are asked to provide any further comment to the attached terms of reference.

2.0 Recommendations

- 2.1 The board is requested to agree the terms of reference for the inquiry.

3.0 Background documents¹

- 3.1 None

¹ The background documents listed in this section are available to download from the Council's website, unless they contain confidential or exempt information. The list of background documents does not include published works.

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TENANT SCRUTINY BOARD

ANNUAL TENANCY VISITS

TERMS OF REFERENCE

1.0 Introduction

- 1.1 At its meeting on 23rd July 2014 the Tenant Scrutiny Board considered its work programme for the 2014/15 municipal year. It was agreed that the Board's first piece of work should be on tenancy visits.

2.0 Scope of the Inquiry

- 2.1 The purpose of the Inquiry is to make an assessment of and, where appropriate, make recommendations on the following areas:

- The current arrangements for tenancy visits
- Why visits are undertaken
- The benefit of visits to landlord and tenant
- The procedures for tenancy visits
- The resources allocated to visits
- Who undertakes visits, what time is allocated within job descriptions
- The skill set of those undertaking visits/training provided
- The questions asked and the information gathered by the visits
- The use of technology in collecting data
- What use is made of the collected information, is it shared elsewhere
- Using information to safeguard vulnerable tenants
- Current performance levels in terms of number of visits completed/repeat visits/value for money/cost of a visit
- Performance monitoring arrangements
- Tenants' own experiences of visits
- Publicity, communications and information around tenancy visits

3.0 Desired Outcomes and Measures of Success

- 3.1 In conducting the Inquiry the Board wishes to reflect on the value of tenancy visits and identify what positive outcomes the visits provide for the tenant and landlord.
- 3.2 It is important to consider how the Board will deem if their Inquiry has been successful in making a difference to tenants. Other measures of success may become apparent as the Inquiry progresses and discussions take place.
- 3.3 Following the Inquiry the Board will publish its report which will identify clear desired outcomes. These will be reflected in the recommendations made.

4.0 Comments of the relevant Director and Executive Member

4.1 In line with Scrutiny Board Procedure Rule 10.2, where the Board undertakes an Inquiry the Board shall consult with any relevant Director and Executive Member on the terms of reference.

5.0 Timetable for the Inquiry

5.1 The Inquiry will commence in September and a final report will be published on completion of the Inquiry.

5.2 The length of the Inquiry and range of evidence to be collected is subject to change by agreement of the Board.

6.0 Submission of evidence

6.1 The Board may decide to hold working groups/focus groups between formal Board meetings to gather information, for example interviewing tenants and local housing officers

6.2 Session one – September 2014

- Overview - remit, purpose and desired outcomes of tenancy visits.
- Procedures followed and forms and documentation used
- Questions asked during the visit
- Cost per visit
- Current performance levels
- The use of information to improve performance in other areas
- The use of information to help tenants in other areas
- The skills of those undertaking the visits.

6.3 Session two – October 2014

(The content of session two will be dependent on whether other meetings/working groups took place)

Tenant Experience

6.4 Session three – November 2014

- Drafting and agreeing final report.

7.0 Witnesses

7.1 The following witnesses have been identified as possible contributors to the Inquiry:

- Tenants
- Local Housing Manager/officers
- Responsible Chief Housing Officer

8.0 Equality and Diversity / Cohesion and Integration

8.1 The Equality Improvement Priorities 2011 to 2015 have been developed to ensure our legal duties are met under the Equality Act 2010. The priorities will help the council to achieve its ambition to be the best City in the UK and ensure that as a city work takes place to reduce disadvantage, discrimination and inequalities of opportunity.

8.2 Equality and diversity will be a consideration throughout the Scrutiny Inquiry and due regard will be given to equality through the use of evidence, written and verbal, outcomes from consultation and engagement activities.

8.3 Where an impact has been identified this will be reflected in the final Inquiry Report, post Inquiry. Where a Scrutiny Board recommendation is agreed the individual, organisation or group responsible for implementation or delivery should give due regard to equality and diversity, conducting impact assessments where it is deemed appropriate.

9.0 Post Inquiry Report monitoring arrangements

9.1 Following the completion of the Scrutiny Inquiry and the publication of the final Inquiry Report and recommendations, the implementation of the agreed recommendations will be monitored.

9.2 The monitoring will be undertaken by the Board which will be done at regular intervals appropriate to the content of the recommendation.

9.3 The final Inquiry Report will include information on how the implementation of recommendations will be monitored.

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Report of Head of Scrutiny and Member Development

Report to Tenant Scrutiny Board

Date: 24th September 2014

Subject: Scrutiny Inquiry – Annual Tenancy Visits

Are specific electoral Wards affected? If relevant, name(s) of Ward(s):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are there implications for equality and diversity and cohesion and integration?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is the decision eligible for Call-In?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the report contain confidential or exempt information? If relevant, Access to Information Procedure Rule number: Appendix number:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Summary of main issues

1. Attached is the information requested as part of the Board’s first session into Annual Tenancy Visits. (ATVs) The information reflects the terms of reference and additional information requested by the Chair and Vice Chair.
 - ATV report, including the purpose of the visits, performance in 2013 and progress since April 2014
 - Tenancy Agreement
 - Details of the Lone Worker Training given to Housing Officers
2. Additional information will be discussed at the meeting with the Chief Officer (Housing Management).
3. Session 2 of the Board’s Inquiry will be held on October 16th 2014. The information required and the methods for obtaining this will be discussed following this agenda item.

Recommendations

4. Members are asked to consider and to make an assessment of and, where appropriate, make recommendations on the information provided today.

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REPORT OF: CHIEF OFFICER, HOUSING MANAGEMENT

REPORT TO: TENANT SCRUTINY BOARD

DATE: 24TH SEPTEMBER 2014

SUBJECT: ANNUAL TENANCY VISITS (ATV's)

Are specific electoral Wards affected?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If relevant, name(s) of Ward(s):		
Are there implications for equality and diversity and cohesion and integration?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is the decision eligible for Call-In?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does the report contain confidential or exempt information?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If relevant, Access to Information Procedure Rule number: Appendix number:		

SUMMARY OF MAIN ISSUES

1. In April 2014 a new system for the delivery of ATV's was implemented for the City, shown at Appendix 1.
2. This report is to provide Scrutiny Board with an update on annual tenancy visits. The report identifies the purpose of the visits, performance in 2013/14 and progress since April 2014.

RECOMMENDATION

4. Scrutiny Board are asked to note the contents of the report, and provide feedback on the impact of the visits.

1 PURPOSE OF REPORT

- 1.1 The purpose of this report is to provide Scrutiny Board with a position statement to support and inform their inquiry.

The report identifies the reasons for the visits, performance and amendments to the process to date which have been designed to make them more effective.

2 BACKGROUND INFORMATION

- 2.1 A City wide process for Annual Tenancy Visits was introduced in April 2014 to ensure a consistent process.
- 2.2 The new structure within Housing Management, to be implemented on the 1st October 2014 increases staffing on the front line which will ensure an improved and consistent service can be delivered. Housing Officers will have reduced patch sizes to deliver a more intensive and personalized housing management service to tenants including a quality ATV.

3 MAIN ISSUES

KEY PURPOSE OF VISITS

- 2.1 The purpose of annual tenancy visits are to :-
- 3.2 **Meet tenants needs and expectations.** The visits will enable us to have a conversation with the tenant to discuss how they feel about their home, neighborhood and community and how satisfied they are with the service provision. This will enable us to gauge how the services we are delivering are meeting customers' needs and expectations.
- 3.3 **Proactive tenancy management.** The ATV is one element of proactive service delivery to enable us to enforce of tenancy conditions. Tenancy visits will ensure we identify homes are not being damaged, neglected or otherwise used in an obviously criminal or inappropriate manner.
- 3.4 **Customer focus and support needs.** The visits will help is to identify where tenants are need additional help and support with sustaining their tenancy. By being proactive we can offer support and assistance before an issue become more problematic. The visits enable us to ensure our customer profiling data is up to date to ensure we provide service appropriate to the neighbourhoods needs.
- 3.5 **Sub-letting / Tenancy Fraud.** The ATV's are used to confirm that each of the properties we manage is occupied by the named tenant as their principal home and has not been sublet. The visits are unannounced and as a consequence have the benefit of surprise and discovering who is actually living at the property. Where sub-letting or tenancy fraud has occurred action is taken to recover the property.

- 3.6 Evaluation of the annual tenancy visit process and the formation of the single Housing Management Service have highlighted the need to review all Housing Management Policies and Procedures to ensure quality and consistency.

In addition to the review of ATV's key in conjunction with the development of the new structure processes and procedures for letting council houses are changing to ensure we have increased information and understanding of new tenants housing and support needs, there is a new emphasis on highlighting responsibilities to new tenants with regard to their home and neighborhood, all new tenants will be visited at the start of their tenancies and there will be a formal review before 6 months. In addition all Contractors undertake tenancy verification and referral to the housing officer if there are any concerns.

PERFORMANCE

- 3.7 In 2013/14 73.08% of council tenants received an ATV. Between April 2014 and June 2014 20.90% of tenants had received a visit, all tenants will have been visited by March 2015. A performance report is attached as appendix 2.

4 CORPORATE CONSIDERATIONS

4.1 CONSULTATION AND ENGAGEMENT

- 4.1.1 ATV's allow a conversation with tenants about their home, neighborhood and community, and an opportunity for feedback on Housing and Council Services.
- 4.1.2 The ATV enables the Housing Officer to identify where follow up visits are required; this may include personalized support and /or safeguarding.

4.2 EQUALITY AND DIVERSITY / COHESION AND INTEGRATION

- 4.2.1 Undertaking ATVs will increase our customer knowledge and enable a more detailed customer profile to be developed to inform policy review and development.

4.3 COUNCIL POLICIES AND CITY PRIORITIES

- 4.3.1 Delivery of Annual Tenancy Visits is one of the 6 key priorities for Housing.

4.4 RESOURCES AND VALUE FOR MONEY

- 4.4.1 The Housing Management structure to be implemented October 2014 is designed to deliver an intensive personalized housing management service delivered by focusing resources on the front line.

4.5 LEGAL IMPLICATIONS, ACCESS TO INFORMATION AND CALL IN

- 4.5.1 There are no specific issues to be considered.

4.6 RISK MANAGEMENT

- 4.6.1 Applying safe operational working practices whilst undertaking ATVs is essential.
- 4.6.2 All staff undertaking home visits have had training in Health and Safety and Lone Working.

5 CONCLUSIONS

- 5.1 The new Housing Management structure is designed to deliver a personalized service which meets tenants needs and delivery through more intensive work on small patch sizes will enable Housing Officers to gain a greater understanding of tenants needs and respond effectively to issues within the neighborhood, ATV's are a key element of this approach.

6 RECOMMENDATION

- 6.1 Members of Scrutiny Board are asked to note the contents of the report and provide feedback.

7 BACKGROUND PAPERS¹

- 7.1 None

Annual Tenancy Verification Form



Lone Worker Check Completed? Yes No Date

Visit Accompanied? Yes No

Account Check Completed? Yes No Balance £

1. Property Details	
Full Address <i>(Including Postcode)</i>	

2. Tenant Details	Lead Tenant	Joint Tenant
Title		
First Name		
Surname		
Date Of Birth		

3. Contact Details	Lead Tenant	Joint Tenant
Home Telephone		
Work Telephone		
Mobile		
Email		

4. Tenant Verification	Lead Tenant	Joint Tenant
I.D Provided:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Identification type: (E.g. Passport, Uk Photo-card Driving Licence, EU National I.D Card. See I.D guidance Page.4)		

5. Employment:	Lead Tenant	Joint Tenant
Prefer not to say	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Employed	<input type="checkbox"/>	<input type="checkbox"/>
Full Time	<input type="checkbox"/>	<input type="checkbox"/>
Part Time	<input type="checkbox"/>	<input type="checkbox"/>
Self Employed	<input type="checkbox"/>	<input type="checkbox"/>
Unemployed	<input type="checkbox"/>	<input type="checkbox"/>
Student	<input type="checkbox"/>	<input type="checkbox"/>
Retirement	<input type="checkbox"/>	<input type="checkbox"/>

6. Additional Household Members:

Name	Relationship	Date Of Birth

7. Next Of Kin / Emergency Contact Details:

Name	Address	Contact No:

8. Internal Property Overview

Condition of property	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	Follow Up <input type="checkbox"/>
Comments:				

9. External Property Overview

Gardens/ Yard Condition	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	Follow Up <input type="checkbox"/>
Comments:				

10. Tenant

	Confirmation Signature/s	Date
Signed Lead Tenant		
Signed Joint Tenant		

11. Officer

	Confirmation Signature/s	Date
Auditing Officer		
Officer Name (Printed)		

12. Post Visit Review:

	Safeguarding <input checked="" type="checkbox"/>	Tenancy <input checked="" type="checkbox"/>	Financial <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Follow Up Support?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

13. Orchard UDC / I.T Systems Update Completed?Yes No

STAFF GUIDANCE ON TENANT IDENTIFICATION

There are 3 options for providing identity documents:

- Option One : 2 proofs from Group (A) ID List
- Option Two : 1 proof from Group (A) and 1 proof from Group (B) ID List
- Option Three : 3 proofs from Group (B) ID List

Group (A) Photographic ID List

- Passport – any nationality
- UK Photocard, Driving Licence (Full or Provisional)
- EU National Identity Card
- HM Forces ID Card
- UK Firearms Licence

Group (B) Non Photographic ID List

- Birth Certificate / Adoption Certificate
- Marriage Certificate/Civil Partnership Certificate
- Mail Order Catalogue Statement * #
- Utility Bill *# (inc. mobile phone contract/bill, Gas/Electric, Digi TV, Internet)
- Credit Card Statement *#
- Insurance Certificate **
- UK Council Tax Statement **
- UK Connexions Card
- Letter from Support worker / Head Teacher *
- Bank/Building Society Statement *#
- UK NHS Card
- Benefit book/ statement / proof of benefits (Child Allowance/Pension)
- CRB Disclosure Certificate **
- Vehicle Registration Document
- TV Licence **
- UK Paper Driving Licence (non photocard)
- UK Court Claim Form ** (or other documentation issued by Court Services)
- Store Card Statement *#
- UK P45/P60 Statement **
- Exam Certificate e.g. GCSE, NVQ, O'level
- Addressed Payslip *
- UK National Insurance Card
- Financial Statement**
- Government document**

Group (C) Immigration Status ID List

- Leave to remain letter
- Passport
- EU Identity Card
- Workers Registration documentation
- Refugee documentation
- Sponsorship documentation

I.D Documentation Key:

- * Documentation should be less than 3 months old
- ** Documentation issued should be within the past 12 months
- # If the customer intends to use more than 1 document of this type, ensure that it is from a different organisation.

Tenancy Verification Audits: Getting To Know Our Tenants Better

Leeds City Council's housing officers and partner operatives are required to carry out tenancy verification audits of all Council properties at least once every year. This includes the property in which you live. We are checking to ensure that the legal tenant is still living in the property and that sub-letting or any other activity that contravenes the Tenancy Agreement is not taking place.

When we visit you can raise any concerns with us or request information about the services we provide. You may wish to become involved with a local Tenants and Resident Group or take part in the next Estate Walkabout in your area.

Why Are We Doing This?

- To check that the legal tenant is living at the property.
- To ensure tenants are complying with their tenancy agreement.
- To update information about tenants which may help with the future planning of services.
- To ensure we have accurate information about tenants, to better provide support when needed.
- To provide information on the services we provide.
- To ensure best and legal use of council homes.

When We Visit:

When we visit your home we will respectfully ask you a range of questions and carry out a brief inspection of the inside and outside of your home. We will ask you for at least 2 forms of identity so that we have proof that you are the legal tenant of the property. We prefer documents with photos and the following are preferred:

- **Passport**
- **UK Photocard, Driving Licence (Full or Provisional)**
- **EU National Identity Card**
- **HM Forces ID Card**
- **UK Firearms Licence**

In addition proof that you live at the property, for example:

- **Utility Bill (Inc. mobile phone contract/bill, Gas/Electric, Digi TV, Internet)**
- **Credit Card Statement**
- **Insurance Certificate**
- **UK Council Tax Statement**

Additional advice on acceptable forms of identification can be provided by the visiting officer.

Keeping Safe:

All of our staff and partner operatives carry ID cards to prove who they are. **Always** ask to see identification and never let anyone into your home who cannot prove who they are.

Our Promise To You:

If you have any information about sub-letting, properties not being lived in or other activity that contravenes the Tenancy Agreement. Please share this with our visiting staff or contact one of our local housing offices. You can speak to us in confidence, your personal details will be kept confidential and not disclosed. We **will** investigate.

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ATV's Completed by Wards 2013-14

Weekly Report: period from 01/04/2013 to 31/03/2014

Management Group	Ward	ATVs Completed					ATVs No Access				
		South & South East	Belle Isle TMO	East & North East	West & North West	Total	South & South East	Belle Isle TMO	East & North East	West & North West	Total
South & South East	Ardley & Robin Hood	597				597	1,039				1,039
	Beeston & Holbeck	1,405				1,405	2,691				2,691
	City & Hunslet	1,200				1,200	1,871				1,871
	CrossGates & Whinmoor	1,514				1,514	2,926				2,926
	Garforth & Swillington	858				858	406				406
	Harewood	191				191	90				90
	Kippax & Methley	1,054				1,054	873				873
	Middleton Park	1,135				1,135	2,701				2,701
	Morley North	796				796	1,336				1,336
	Morley South	928				928	1,517				1,517
	Rothwell	1,063				1,063	1,935				1,935
Temple Newsam	93				93	185				185	
Belle Isle TMO	Middleton Park		852			852		2,056			2,056
East & North East	Alwoodley			1,245		1,245			231		231
	Burmantofts & Richmond Hill			4,574		4,574			8,654		8,654
	Chapel Allerton			2,079		2,079			1,547		1,547
	Gipton & Harehills			2,952		2,952			2,251		2,251
	Harewood			238		238			13		13
	Killingbeck & Seacroft			4,642		4,642			8,102		8,102
	Moortown			511		511			321		321
	Roundhay			676		676			782		782
	Temple Newsam			1,557		1,557			553		553
	Weetwood			94		94					0
	Wetherby			929		929			142		142
West & North West	Adel & Wharfedale				533	533				302	302
	Armley				2,163	2,163				2,630	2,630
	Bramley & Stanningley				1,992	1,992				2,216	2,216
	Calverley & Farsley				680	680				326	326
	City & Hunslet				82	82				331	331
	Farnley & Wortley				1,989	1,989			2,294		2,294
	Guiselley & Rawdon				566	566				676	676
	Headingley				71	71				37	37
	Horsforth				649	649				567	567
	Hyde Park & Woodhouse				1,516	1,516				1,373	1,373
	Kirkstall				1,572	1,572				1,716	1,716
	Moortown				21	21				8	8
	Otley & Yeadon				1,069	1,069				563	563
	Pudsey				1,451	1,451				897	897
	Weetwood				520	520				658	658
Total Completed ATVs ¹		10,834	852	19,497	14,874	46,057	17,570	2,056	22,596	14,594	56,816
Outstanding ATVs		5,619	1,356	1,453	8,542	16,970					
% ATVs Completed Overall		65.85%	38.59%	93.06%	63.52%	73.08%					

¹ This data includes all tenancies whether current or previous in which a ATV was completed. This estimate may prove higher than the current tenants due to tenancies since terminated.

NB: This data is reported on a weekly basis and coincides with when the updates occur to the parent system. There is an apparent error of around 2% under reporting with this data.

ATV's Completed by Wards 2014-15
 Weekly Report: period from 01/04/2014 to 30/06/2014

Management Group	Ward	ATVs Completed					ATVs No Access				
		South & South East	Belle Isle TMO	East & North East	West & North West	Total	South & South East	Belle Isle TMO	East & North East	West & North West	Total
South & South East	Ardsley & Robin Hood	133				133	73				73
	Beeston & Holbeck	426				426	235				235
	City & Hunslet	195				195	158				158
	CrossGates & Whinmoor	319				319	338				338
	Garforth & Swillington	304				304	48				48
	Harewood	61				61	1				1
	Kippax & Methley	336				336	84				84
	Middleton Park	187				187	171				171
	Morley North	144				144	65				65
	Morley South	269				269	136				136
	Rothwell	302				302	106				106
Temple Newsam	25				25	25				25	
Belle Isle TMO	Middleton Park		687			687		563			563
East & North East	Alwoodley			252		252			37		37
	Burmantofts & Richmond Hill			788		788			503		503
	Chapel Allerton			476		476			113		113
	Gipton & Harehills			694		694			174		174
	Harewood			80		80			15		15
	Killingbeck & Seacroft			1,251		1,251			440		440
	Moortown			186		186			17		17
	Roundhay			245		245			101		101
	Temple Newsam			256		256			13		13
	Weetwood			5		5					0
	Wetherby			224		224			54		54
West & North West	Adel & Wharfedale				172	172				11	11
	Armley				907	907				413	413
	Bramley & Stanningley				641	641				245	245
	Calverley & Farsley				205	205				41	41
	City & Hunslet				5	5				2	2
	Farnley & Wortley				453	453				104	104
	Guiselley & Rawdon				158	158				121	121
	Headingley				14	14				3	3
	Horsforth				127	127				45	45
	Hyde Park & Woodhouse				504	504				55	55
	Kirkstall				620	620				63	63
	Moortown				1	1					0
	Otley & Yeadon				196	196				72	72
	Pudsey				453	453				91	91
	Weetwood				373	373				41	41
Total Completed ATVs[†]		2,701	687	4,457	4,829	12,674	1,440	563	1,467	1,307	4,777
Outstanding ATVs		14,339	2,235	14,138	17,248	47,960					
% ATVs Completed Overall		15.85%	23.51%	23.97%	21.87%	20.90%					

[†] This data includes all tenancies whether current or previous in which a ATV was completed. This estimate may prove higher than the current tenants due to tenancies since terminated.

NB: This data is reported on a weekly basis and coincides with when the updates occur to the parent system. There is an apparent error of around 2% under reporting with this data.

Tenancy Agreement

Dear Tenant

I would like to welcome you to your new Leeds City Council home.

Your tenancy agreement and this booklet outline your rights and responsibilities as a tenant and those of Leeds City Council as a landlord. Your tenancy agreement is a legally binding contract between yourself and Leeds City Council.

The agreement will enable you to live in peace and comfort in your home and the Council to take effective action against tenants who break the terms of the agreement.

May I take this opportunity to wish you long and happy stay as a tenant of Leeds City Council.

A handwritten signature in black ink that reads "R.N. Evans". The letters are cursive and fluid, with a mix of capital and lowercase letters.

Neil Evans

Director
Department of Environment and Housing

1. ABOUT YOUR TENANCY AGREEMENT

1.1 There are two main types of Council tenancy.

1.2 They are:

- an **introductory** tenancy
- a **secure** tenancy

1.3 As an introductory tenant you have **fewer legal rights** than a secure tenant.

1.4 If you are an introductory tenant, the section on the front of the Agreement will be completed showing when the introductory tenancy will end if there are no breaches of this Agreement.

1.5 If you are transferring to a property from another Leeds City Council property as a secure tenant or if you are transferring as an assured tenant of a registered social landlord such as a Housing Association your tenancy will be secure straight away. You will not have to be an introductory tenant.

1.6 Your introductory tenancy is a **trial period**. You must show us that you are responsible enough to keep the property. To do this you must:

- **not behave anti-socially, cause a nuisance or harass other people; and**
- **pay your rent on time; and**
- **look after the property.**

1.7 As an introductory tenant you can be evicted much more quickly and more easily than a secure tenant.

If you do not comply with the terms of your Introductory Tenancy, the council has the right to extend an Introductory Tenancy by an additional six months. Before taking this action, the Council must advise you of its intention and give you the right to request a review of the decision to extend your Introductory Tenancy.

The Council can also apply to the court for an eviction order. The Council must tell you why it is evicting you and give you the right to request a review of the decision, but we do not need to prove in court that it is reasonable to evict you.

If we have not taken any action that could lead to the extension of your introductory tenancy or possession of your home, you will automatically become a secure tenant on the date written on your tenancy agreement.

1.8 If you become a **secure tenant**, you must still behave responsibly and keep to the rules of this Agreement – but if we want to take possession of the property you would have the right to put your case at a court hearing. The council also has the right to demote your Secure Tenancy to a tenancy with fewer rights. A judge would then decide if we could evict you or demote your tenancy. We would have to show that we have a valid reason to evict you or demote your tenancy. These are called ‘grounds’ and are defined by law. Before going to Court we would have to serve you with a Notice of Intention to Seek Possession or a Notice of Intention to Demote your tenancy setting out our reasons for serving the Notice.

Introductory Tenants DO NOT have this right. You get this right if you become a secure tenant.

1.9 You do **not** have some of the **rights** in this Agreement during your introductory tenancy. You will get these rights if you become a secure tenant. Rights which apply only to secure tenants are marked like this:

Introductory Tenants ONLY
This does not apply when you become a secure tenant.

1.10 You have an extra **responsibility** during your introductory tenancy. You do not have this responsibility if you become a secure tenant. It is marked like this:

1.11 Any tenancy given to someone under the age of 18 is conditional upon a responsible person signing this Agreement on their behalf as trustee. That person accepts that any Notices or demands for payment served under this Agreement can be served on the trustee until the tenant reaches the age of 18.

1.12 **Make sure you have read and understood the leaflet “Welcome To Your Introductory Tenancy”. It describes the procedure we have to go through if we want to evict you. Ask at your Neighbourhood Housing Office if you have not seen a copy.**

1.13 Some of the rights and responsibilities of the Council under this Agreement may be exercised or provided by other agencies on behalf of the Council. Those agencies may enforce this agreement on the Council’s behalf including recovery of any payments due.

2. TENANT'S RESPONSIBILITIES

2A YOUR RENT

- 2.1** You must pay your rent and any other charges for the property. They must be paid on time. Your rent is due on Monday but you can pay in advance every two weeks or every month if you prefer.

However you choose to pay, you must make sure that your account is clear at the end of each week.

If you believe that you may be entitled to Housing Benefit, it is your responsibility to claim Housing Benefit. You must ensure that you provide all the information requested to process your claim.

Please ask at your Neighbourhood Housing Office about the different ways in which your rent and other charges can be paid, eg by direct debit or standing order. You can also pay at post offices in some areas.

We calculate the rent due for a year over 52 weeks. You must ensure that you pay your rent every week.

If any money is to be paid to you by your landlord, for example, as compensation for damage to your property or decorations or for home loss and disturbance, the Council reserves the right to pay that money onto your rent account if you are in arrears.

- 2.2** If you do not pay your rent, or persistently pay it late, the council can go to court to get legal permission to evict you from the property. The Council can also seek a County Court Judgement for the rent and enforce that through the Court. If you have any difficulty paying your rent, contact your Neighbourhood Housing Office immediately.

We reserve the right to raise charges for letters and visits needed because your account is in arrears. No charge will be made for a first letter but details of further charges if your account is not cleared will be set out in the letter. Any charges made will be added to your rent account.

We will consult with tenants and tenants' groups before we introduce charges and will give at least 6 weeks' notice of our intention to do so including a copy of any scale of charges.

- 2.3** If you are **joint tenants** you are each responsible for all the rent and other charges and for any arrears. The Council can recover all rent, other charges and any arrears owed for your home from any individual joint tenant. The Council always has the choice of which of the joint tenants it pursues for any sums due.
- 2.4** The rent may be increased or decreased from time to time – usually in April. You will be told in writing at least four weeks before any rent change.
- 2.5** Some tenants pay for services provided with the tenancy with an extra charge paid with their rent. You will be told about this if you are one of these tenants. If you **do** have a tenancy like this, a breakdown of the charges is shown on page 1 of this Agreement. There may also be extra terms that apply to your tenancy. These will be attached to the back of your Agreement.

This would apply if for example you had a furnished tenancy or were in the heat lease scheme.

We will tell you in writing, at least four weeks before any change to these charges.

- 2.6** We have the right to offer additional services for which you will have to pay for as part of your rent. We will tell you, in writing, at least four weeks before we do this. Tenants will be consulted before new services are introduced.

2B ACCESS TO THE PROPERTY

- 2.7** You must allow the Council access to the property at reasonable written notice (usually 24 hours) for the following purposes:

- a) to carry out repairs or other necessary works or safety checks whether or not the Council has, or has assumed, responsibility for such works, or
- b) to carry out repairs or other necessary works to common areas (such as stairs, lifts, landings, walkways, entrance halls, drying

areas, bin stores, paved areas, shared gardens or parking areas) or neighbouring properties owned by the Council.

- c) to carry out annual gas safety checks, or
- d) to inspect the condition of the property, or
- e) to allow prospective tenants to view the property during the final 28 days of your tenancy when you have served a notice of termination or during the 28 days immediately prior to the expiry of any Notice of Intention to Seek Possession served upon you, or
- f) for constructing, installing, inspecting, repairing, renewing, maintaining and removing pipes, conduits, wires and cables. Access for this purpose must also be given to statutory undertakers (such as British Gas, Transco and Yorkshire Water).

In cases of emergency such as gas, water or sewage leaks or where buildings or electrics are unsafe **you agree** that the Council can enter the property without giving you written notice, and whether you are there or not, in order to inspect the property and carry out any repairs required to deal with the emergency.

If you do not let us have access you could be putting yourselves and your neighbours at risk. We can take legal action to enter the property and you may have to pay the costs, or you may be prosecuted for obstruction.

Never let anyone in without first seeing some official identification. (If you are in doubt contact your Neighbourhood Housing Office during office hours or the emergency number at other times – these numbers are on your rent card).

2C USING THE PROPERTY

Introductory
Tenants ONLY
This does not
apply when you
become a
secure tenant.

- 2.8** If you want someone to stay who was not part of your household when you first moved in (temporarily or permanently) you must get the Council's written permission first. This includes children, relatives, friends and guests. We will not refuse permission unless there is a good reason (such as the person being likely to cause a nuisance or overcrowding).

2.9 You must use the property as your only or principal home. If you don't use the property as your only or principal home, we will take action to end your tenancy.

2.10 You must tell your Neighbourhood Housing Office in writing if you will be away from home for more than 28 days. (This is so we know that you have not abandoned your home).

You agree that the Council can enter the premises (whether or not you have been away from home for 28 days or more) where it reasonably appears that you have abandoned the premises.

You also agree that if following inspection of the premises it still appears to the Council that you have abandoned the premises, the Council may change the locks and take any other appropriate steps to protect the premises and may dispose of all personal property found in the premises in accordance with the Torts (Interference with Goods) Act 1977.

You also agree that the Council will recharge you with the reasonable cost of changing the locks, making the premises safe and disposing of any personal property found in the premises.

You also agree that you will accept any liability to any other person for the loss of any property belonging to such a person and disposed of by the Council following your abandonment.

2.11 You must not tamper with gas or electricity supplies or with meters.

2.12 You must not allow the property to become overcrowded. If you are unsure about this, ask at your Neighbourhood Housing Office for advice.

2.13 You must not keep mopeds or motorbikes inside the property or in indoor communal areas (such as stairs, lifts, landings, walkways, entrance halls or indoor drying areas). If you wish to keep a mobility aid such as a scooter or motorised wheelchair you must get written permission first. This will normally be granted.

2.14 You or anyone living with you or visiting the property must not run a business from the property without getting the Council's written permission first. We will not normally refuse permission unless the business would cause a nuisance or annoyance or might damage the property.

2.15 You agree that any reasonable costs or liability incurred by the Council as a consequence of your breach or failure to perform any part of this Agreement will be repayable in full upon your receipt of an invoice from the Council. You also agree that the City Council can use any money at any time due from the Council to the tenant towards discharging your liability under this section.

Those things for which the Council will recharge include:

- rectifying any work to the premises that you have carried out without the necessary written permission of the City Council;
- rectifying damage caused by your failure to comply with your repairing duties or failure to maintain your own equipment;
- changing the locks of and otherwise securing the premises if left abandoned by you;
- your abuse of the emergency repair service for non-emergency repairs;
- replacing missing or broken keys.

2D COMMUNITY RESPONSIBILITIES

2.16 You are responsible for the behaviour of every person (including children) living in or visiting the property. You are responsible in the property, on surrounding land, in communal areas (such as stairs, lifts, landings, walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas) and in the locality around the property including shopping centres, bus shelters, and other public areas.

2.17 You (or anyone living with you or visiting the property) **must not** act in any way which is anti social or which is, or is likely to cause a nuisance to any other person. Nuisance includes behaviour that is harmful, offensive, annoying, disagreeable or interferes with the quiet enjoyment of any other person. Examples of nuisance include:

- noise nuisance such as loud music, loud televisions, shouting or arguing, banging doors, burglar alarms, DIY work;
- dog barking or fouling or allowing your dog to cause a nuisance or annoyance to others in the locality;
- offensive drunkenness;

- selling or possession of drugs, drug abuse and leaving drug related litter and needles;
- use of premises for unlawful activity;
- rubbish dumping;
- excessive vehicle repairs and noise and debris arising from vehicle repairs;
- storing scrap;
- playing ball games in the streets or close to someone else's home in a way which causes or is likely to cause a nuisance.

This list is not exhaustive.

2.18 You (or anyone else living with you or anyone visiting the property) **must not** harass any other person. Examples of harassment include:

- Using racist or homophobic behaviour or language;
- using or threatening to use violence;
- using abusive or insulting words;
- damaging or threatening to damage another person's home or possessions;
- causing damage to another person's property by writing any graffiti;
- engaging in public disorder;
- doing anything that interferes with the peace, comfort or convenience of other people.

2.19 You (or anyone living with you or anyone visiting the property) **must not** make false or malicious complaints about the behaviour of any other person.

2.20 You (or anyone living with you or anyone visiting the property) **must not** use the property or any communal area (such as stairs, lifts, landings, walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas) for any illegal activity such as selling drugs, burglary or theft from any premises or of any vehicle or property.

2.21 You (or anyone living with you or anyone visiting the property) **must not** damage, deface or put graffiti on Council property. You will have to pay for any repair or replacement.

- 2.22 You** (or anyone living with you or anyone visiting the property) **must not** interfere with security or safety equipment in multi-storey flats or communal blocks of flats or maisonettes or sheltered housing complexes. You must not jam, prop or leave shared entrance doors open and strangers should not be let in without identification. You must cooperate with security staff.
- 2.23 You** (or anyone living with you or anyone visiting the property) **must not** break any of the Councils byelaws. You can ask to see the byelaws at a public library.
- 2.24 You** (or anyone living with you or anyone visiting the property) **must not** inflict domestic violence or threaten violence against any other person (living with you or living elsewhere). You (or anyone living with you or visiting the property) must not harass or use mental, emotional, racist or sexual abuse to make anyone who lives with you leave the property. The Council may still take action for domestic violence even if a case does not go to court.
- 2.25 You** (or anyone living with your or visiting the property) **must not** keep any animal in or near the property except if this is permitted by Council Policy on Pets in Council Houses. You must not keep any illegal animals. Even if the Policy allows you to keep an animal you must not allow it to annoy or frighten other people and you must keep your animal in a responsible manner and under control. It must not damage Council property.
- Please ask at your Neighbourhood Housing Office for details of the policy.
- 2.26 You** must ensure that you co-operate with any support provider(s) to enable you to maintain your tenancy.
- 2.27 You** (or anyone living with you or visiting the property) **must** co-operate with the Council and your neighbours to keep any communal areas (such as stairs, lifts, landings, walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas) clean, tidy and clear of obstruction.
- 2.28 You** (or anyone living with you or visiting the property) **must not** drop or throw any items from multi-storey blocks of flats, maisonettes or any other premises.

2.29 You (or anyone living with you or visiting the property) **must not** park a vehicle anywhere on your property except on a 'hardstanding' (a driveway or paved area intended for parking). You must get the Council's written permission before installing a hardstanding. We will not refuse permission unless there is a good reason.

Caravans or motor homes must not be parked on the garden, driveway, paved area around your home or any communal parking areas without the Council's prior agreement in writing. We will not refuse permission unless there is a good reason. You (or anyone living with you or visiting your home) must not park anywhere that would obstruct emergency services.

2.30 If the property has a designated resident's parking space, only you and your legitimate visitors can park there. **You must not** rent or sell the parking space to anyone else.

2.31 You (or anyone living with you or anyone visiting the property) **must not** undertake car repairs in a manner which causes a nuisance to your neighbours or park an illegal or unroadworthy vehicle on the land around the property or on roads within the locality of the property.

2.32 You (or anyone living with you or visiting the property) **must not** allow the premises to be used as a scrap yard, scrap metal or rubbish store, vehicle store or tyre store.

2.33 You (or anyone living with you or visiting the property) **must not** put up structures such as sheds, garages or pigeon lofts anywhere on the property without getting the Council's written permission first. Permission will not be unreasonably withheld.

2.34 You must make sure your garden is tidy. For example lawns must be cut and hedges trimmed. If the garden is overgrown – and there is no good reason why you cannot do it – the Council can clear it and charge you for the work. You must get the Council's written permission before removing any fencing. We will not refuse permission unless there is a good reason.

2.35 You (or anyone living with you or anyone visiting the property) **must not** keep or use bottled gas, paraffin, petrol or any other dangerous material in your home or in communal areas (such as stairs, lifts, landings,

walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas) unless the material is kept safely in suitable storage facilities.

2.36 You must only put household refuse in containers or chutes provided by the council or in bin bags. You must not allow rubbish to accumulate in the property or any garden or communal areas whether or not it is in bin bags. You must not place non recyclable materials in recycling bins.

2.37 You must not paint the exterior of the property or apply any exterior finish such as render without first obtaining the Council's written permission.

2E REPAIRS AND IMPROVEMENTS

2.38 You must report any disrepair or damage immediately to your Neighbourhood Housing Office. Make sure you get or are sent a written confirmation saying that we have got your request for a repair **and that you keep the confirmation in case you want to make an enquiry later.**

If you do not get confirmation or you are not happy about the repairs we say we will or will not do you should complain in writing to your Neighbourhood Housing Manager under the Council's complaints procedure.

The Council will seek to use independent mediation services to deal with disputes between it and its tenants about repairs, which cannot be resolved by using the Council's complaints procedure. Tenants are strongly encouraged to use this service as it aims to be quicker, less costly and more informal than litigation.

2.39 If the problem you report comes under the Council's responsibilities we will carry out the repairs. If it does not we will give you the opportunity to do the repair within a reasonable time. If you do not carry out the repair **we can carry it out and charge you for the cost of doing it.**

2.40 You are responsible for small repairs like the filling of minor cracks in internal plasterwork including preparatory work for redecoration; lock changes when keys are lost; replacing lost or broken keys; replacing fuses and electric plugs; replacing plugs and chains to sanitary ware; and replacing clothes lines.

If you are not sure what is your responsibility, ask at your

Neighbourhood Housing Office.

- 2.41 You must** allow Council workers or people sent by the Council into the property to inspect or carry out repairs. See Section 2.7 for details of when the Council is entitled to access to the property.
- 2.42 You must not** make improvements, additions or structural alterations to the property without getting the Council's written permission first. See section 3.3 for details of a tenant's right to make improvements. We will not refuse permission unless there is a good reason.

You must not make any installations which may be unsafe or dangerous to anyone. This might include deep ponds or earth removal.

If you make an improvement, additions or structural alteration to the property without getting our written permission first we can tell you to return the property to how it was before or to do works to a satisfactory standard or to do works to make the property safe. If you do not, the Council will do the work and charge you for it.

You must not make any improvements, additions or structural alterations to communal areas (such as stairs, lifts, landings, walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas).

- 2.43** The Council does not insure the contents of the property. You are advised to arrange adequate householder's comprehensive insurance cover to protect your possessions. **The Council operates a low cost insurance scheme for which you can pay an extra charge with your rent.** If you wish to join this scheme please ask at your Neighbourhood Housing Office.
- 2.44** The Council will not be responsible for any damage to your property including decorations or loss from the property which happens through fire, flood, theft, burst pipes or similar events, unless it can be shown that this is caused by the Council's negligence, breach of contract or breach of statutory duty. (Note this does not affect the Council's duties to repair set out in Clause 4.3 and you may have a claim if these duties are not kept to).

2F LEAVING THE PROPERTY AND ENDING YOUR TENANCY

- 2.45 You must** tell your Neighbourhood Housing Office in writing at least four weeks before you want to leave the property. This four-week “notice” time must end on a Monday and you must return your keys to the Neighbourhood Housing Office before 12 o’clock midday on that final Monday. You may hand your keys in before the “notice” expires but you may be charged rent for the whole period.
- 2.46 You agree** that the Neighbourhood Housing Office may accept the keys from some other person where it reasonably appears that the other person is returning the keys on your behalf.
- 2.47 If you leave the property after giving notice and fail to return the keys the Council will change the locks and recharge the cost to you.**
- 2.48 You will be responsible for paying the rent or a sum equivalent to rent until whichever of the following dates is the latest:**
- the date upon which any notice to terminate expires, or
 - the date upon which you leave the property, or
 - (in the event of you failing to give written notice or to return the keys) the date upon which the Council takes possession.
- 2.49 You must** leave the property, the fixtures and fittings and any furnishings we have provided in reasonable condition when you go. **Do not leave any of your belongings or any rubbish behind – the Council will dispose of them in accordance with the Torts (Interference with Goods) Act 1977 and you will be charged for the reasonable cost of disposal.**
- 2.50 You must** pay your rent in full before you leave. If you cannot clear your rent in full you must ensure that you leave a forwarding address and make an arrangement to pay the balance.
- 2.51 You must not** leave anybody else living in the property when you move out.

Introductory Tenants ONLY
This does not apply when you
become a secure tenant.

- 2.52 You must not attempt to pass on your tenancy (called “assignment”) to anyone else.

- 2.53** If you are evicted; or abandon the property; or still owe rent or other charges or money for any other payment due under this Agreement when you move out this may affect how quickly you will be given another Council property in the future.
- 2.54** If you take up another Council tenancy and you still owe money from a previous tenancy you agree that those arrears can be transferred from your previous tenancy onto your current consolidated rent account and you will be expected to clear those arrears in addition to payments of current rent. This applies whether you move directly from one tenancy to another (transfer) or whether you left the first property some time ago.
- 2.55** If you are **joint tenants** any one of you can end the tenancy by giving the Council four weeks' notice. That notice will end the tenancy of both/all joint tenants. The Council will then use its lettings policy to decide if the other joint tenant(s) can stay in the property with a new tenancy agreement. There is no automatic right for the other joint tenants to stay in the property.

3. TENANT'S RIGHTS

3A USING THE PROPERTY

Introductory Tenants DO NOT have this right. You get this right if you become a secure tenant.

3.1 **You have the right** to take in lodgers. A lodger is someone who lives with you but does not have any exclusive right to any one part of the property, and they will receive some sort of service from you such as cooking and cleaning.

Introductory Tenants DO NOT have this right. You get this right if you become a secure tenant.

3.2 **You have the right** to sub-let, but you must get the Council's written permission first. Consent will not be unreasonably withheld. Sub-letting means that someone who lives with you pays you rent to have an exclusive right to occupy part of the property. They will usually do their own cooking and cleaning. You cannot sub-let the whole of the property under any circumstances.

You are advised to obtain legal advice before sub-letting the property or taking in lodgers.

3B REPAIRS AND IMPROVEMENTS

Introductory Tenants DO NOT have this right. You get this right if you become a secure tenant.

3.3 You have the right to put in your own improvements such as central heating, a shower or a gas fire, **but** you must get the Council's written permission first before doing any work like this. We will not refuse permission unless there is a good reason. (You may also need planning and building regulation approval and you must ensure that any work is carried out by a competent person who must comply with all relevant rules and regulations.)

3.4 You will be responsible for repair and maintenance of any installations, appliances or materials in the property following your own improvements but if for any reason the Council needs or chooses to take steps to repair, maintain or inspect your improvements the costs incurred will be recharged to you. For example, it will be our legal responsibility to check, service and maintain gas fires and heaters, pipework and flues even if they have been fitted by you.

3C LEAVING THE PROPERTY AND ENDING YOUR TENANCY

3.5 The law says that if you die, the tenancy of the property will pass to your husband, wife or civil partner. It can pass to a member of your family (person living with you as husband, wife or civil partner, parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew or niece) if the family member/s has been living with you for the previous twelve months.

3.6 If you die while you are still an **introductory** tenant, any person who takes over your tenancy will also be an introductory tenant. They will become a secure tenant on the date shown on the front of this Agreement. If you die when you are a **secure** tenant, the person who takes over your tenancy will be a secure tenant immediately.

3.7 If you have taken over the tenancy following the death of the previous tenant the tenancy does not go to someone else if you die. We **may** agree to give them a **new** tenancy under our Letting Policy and allow them to stay in the property but there is no automatic right to stay.

3.8 If the tenancy passes to a member of your family and the home is bigger than they need this is one of the grounds for possession. We will offer them a suitable alternative property. If they do not accept that offer we have the right to ask the Court to give us possession of the property.

Introductory Tenants DO NOT have this right. You get this right if you become a secure tenant.

3.9 **The law says that certain secure tenants have the right** to buy their homes if they have been tenants of a council or any other public sector landlord (eg housing associations), or lived in armed forces accommodation, for a qualifying period. The length of the qualifying period will depend on the date the tenancy started (it does not need to have been a continuous period), and what the law prescribes. There are some cases in which there will be no right to buy, for example if the property has been adapted for elderly or disabled people.

Introductory Tenants DO NOT have this right. You get this right if you become a secure tenant.

3.10 You have the right to pass your tenancy to another person (called an Assignment). Certain conditions apply to this right. Generally you can only pass your tenancy in this way to someone who would have the right to take over your tenancy if you died (succession). Please ask your Neighbourhood Housing Office for more details.

3D MOVING TO ANOTHER COUNCIL PROPERTY

3.11 **If you** move to another Council property you will have to complete an application and comply with the Council's lettings policy. Whether and when you receive an offer of a new property depends on various matters including the urgency of your housing need and what accommodation is available. If your tenancy in your new property starts before your tenancy of your old property has ended, you will be responsible for the rent on both properties until your old tenancy ends.

3.12 You have the right to see our policy for deciding who gets offered a council property. You also have the right for a free copy of a short summary of these rules. Ask at your Neighbourhood Housing Office.

3.13 You have the right to swap your property (called an “exchange”) with another tenant of the Council, a housing association or another local council, but you must get the Council’s written permission first and the written agreement of any other landlord involved.

The Council can refuse permission or impose conditions on an exchange only in certain circumstances. Ask at your Neighbourhood Housing Office for further details.

If you exchange without our written permission we will take legal action to evict you. You will not be able to return to your original property and will not be offered alternative housing.

3E TENANT INVOLVEMENT

3.14 You have the right to start or join a local tenants’ group. Ask at your Neighbourhood Housing Office for information about groups in your area or about how to start one.

4. COUNCIL’S RESPONSIBILITIES

4A COMMUNITY RESPONSIBILITIES

4.1 Everyone has the right to enjoy life in their own way providing they do not upset people living near them. A good neighbour will tolerate and understand the different lifestyles of others. There will be occasions when the Council will decide to take action to evict tenants because of anti-social behaviour. If you are evicted for anti social behaviour or other action is taken against you this may affect your chances of being rehoused by the Council. Please see our Lettings Policy for details.

4.2 We will give you, and anyone living with you, help and advice on how to report anti-social behaviour.

4B REPAIRS AND IMPROVEMENTS

4.3 We will repair and maintain:

- the structure and exterior of the property (including drains, gutters, external pipes and external decoration);
- the installations in the property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences but not other fixtures, fittings and equipment for making use of the supply of water, gas or electricity);
- the installations in the property for space heating and heating water.

4.4 We will paint the outside of the property at regular intervals. We are not responsible for decorating the inside of the property.

4.5 We will do repairs in a reasonable time. We will give you or send to you written confirmation of your request for a repair (unless it is an emergency). You should keep this confirmation in case you want to make an enquiry later.

4.6 We will clear up after a repair. In some cases a decoration grant may be available to assist with the cost of redecoration. Ask at your Neighbourhood Housing Office for details.

4.7 We can ask a Judge to give us possession of the property because work needs to be done to it. This includes cases where you or a person residing in the property has caused the condition of the property to deteriorate or where we need to carry out major repairs or redevelop or demolish the property. In some cases you will be entitled to temporary accommodation while work is carried out or you may be entitled to an offer of alternative permanent accommodation.

4.8 If you agree to a temporary move we have the right to take possession of your temporary property when the work on your original property is finished.

4C TENANT INVOLVEMENT

- 4.9** **We will** ask your views about any of the Council's housing plans if they substantially affect you – for example we will consult you about modernisation or improvement work that is planned for the property or your area. We will involve you or your tenants' group in local housing issues.
- 4.10** **We will** send you a special housing report every year that describes our work and performance. It will tell you how the service is paid for and how your money is spent.
- 4.11** **We will** deal with your complaints efficiently and effectively. If you need to make a complaint contact your Neighbourhood Housing Office.
- 4.12** We do not have to consult you about increases or decreases to the rent or any other charges but we will tell you in writing at least four weeks before any rent or any other charges are changed.
- 4.13** We will ask your views about any other changes to this Agreement and you will be told in writing if such changes are to go ahead.

5. SERVICE OF NOTICES

- 5.1** Pursuant to Section 48(1) of the Landlord and Tenant Act 1987 the City Council notifies you that its address for service is the Director of Department of Environment and Housing, Merrion House, 110 Merrion Centre, Leeds LS2 8BB.
- 5.2** Pursuant to Section 196 Law of Property Act 1925 any Notice required by law to be served on the Tenant or Occupier shall be validly served if it is left at the address shown on the front of this Agreement or if it is posted to that address and not returned by the Post Office.

6. ADVICE

If you wish to discuss this Agreement with a representative to the Department of Environment and Housing you should contact your Neighbourhood Housing Office or Leeds Housing Options Service.

A translation of the Agreement is available in the following languages

Albanian, Arabic, Bengali, Cantonese, Chinese, Farsi, French, Polish, Hindi, Kurdish, Portuguese, Punjabi, Urdu

This can also be made available in large print and braille.

Information leaflets are also available regarding this Agreement.

January 2014



This form is available in large print. Please contact Your Local Housing Office.

English

If you would like this document in another language, please contact your local Housing office or One Stop Centre.

Albanian

Në qoftë se ky dokument kërkohet në gjuhën shqipe, ju lutem kontaktoni Zyrën e Strehimit të rajonit tuaj ose qendrën "One Stop".

Arabic

إذا أردت هذا المستند باللغة العربية، الرجاء الاتصال بمكتب إسكانك المحلي أو بمركز الخدمة الشاملة.

Bengali

আপনি যদি এই নথিটি বাংলা ভাষায় পেতে চান তাহলে দ্বা করে আপনার স্থানীয় হাউজিং অফিস অথবা ওয়ান স্টপ সেন্টারের যোগাযোগ করুন।

Cantonese

如欲索取本文件的中文版本，請聯絡你的地區房屋辦事處 (Housing Office) 或一站式中心 (One Stop Centre)。

Chinese

如需協助填寫這份表格者
請前往該區房屋服務辦事處求助

Farsi

اگر شما مایل هستید که این مدرک را به زبان فارسی داشته باشید، لطفاً با اداره سازمان مسکن یا مرکز وان استاپ (One Stop) محلی خود تماس بگیرید.

French

Si vous désirez recevoir ce document en français, veuillez contacter votre Bureau de Logements local ou votre Centre d'Accueil.

Hindi

यदि आप यह दस्तावेज हिन्दी में लेना चाहें, तो कृपया अपने स्थानीय हाउसिंग ऑफिस या वन स्टॉप सेंटर से संपर्क करें।

Kurdish

ههنگه ئارهزووی ئهه دوکیووینیته دهکبهت به زمانێ کوردی، نهوا تکهابه پهیهوئندی بهکه به خوێفسی ههواسینی ناوهچکهکی خوێتههه یاخوه سهنتهری وان-ستۆپز.

Polish

Jeśli chcesz przeczytać ten dokument po polsku, prosimy o kontakt z lokalnym biurem Housing Office lub One Stop Centre.

Portuguese

Se quiser este documento em Português, por favor contacte o *Housing Office* ou o *One Stop Centre* da sua área.

Punjabi

ਜੇਕਰ ਤੁਸੀਂ ਇਹ ਦਸਤਾਵੇਜ਼ (ਦਸਤਾਵੇਜ਼) ਪੰਜਾਬੀ ਵਿਚ ਲੈਣਾ ਚਾਹੁੰਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਅਪਣੇ ਸਥਾਨਕ ਹਾਊਸਿੰਗ ਅਫਿਸ ਜਾਂ ਵਨ ਸਟਾਪ ਸੇਂਟਰ ਨਾਲ ਸੰਪਰਕ ਕਰੋ।

Urdu

اگر آپ یہ دستاویز اپنی زبان میں چاہتے ہیں تو اپنے مقامی ہاؤسنگ آفس سے یا ون سٹاپ سینٹر سے رابطہ قائم کریں۔

Suzy Lamplugh: Worcestershire body search concludes

A police search of a Worcestershire field for the body of missing estate agent Suzy Lamplugh has come to an end.

The 25-year-old west London estate agent went missing in 1986 and was officially declared dead in 1994.

The Metropolitan Police began excavating an area of the field on Tuesday after a tip-off.

A member of the public had recently reported seeing disturbed earth after she vanished. But a BBC reporter on the scene said the search had now finished.



Suzy Lamplugh disappeared in 1986 after going to meet a client

[Related Stories](#)

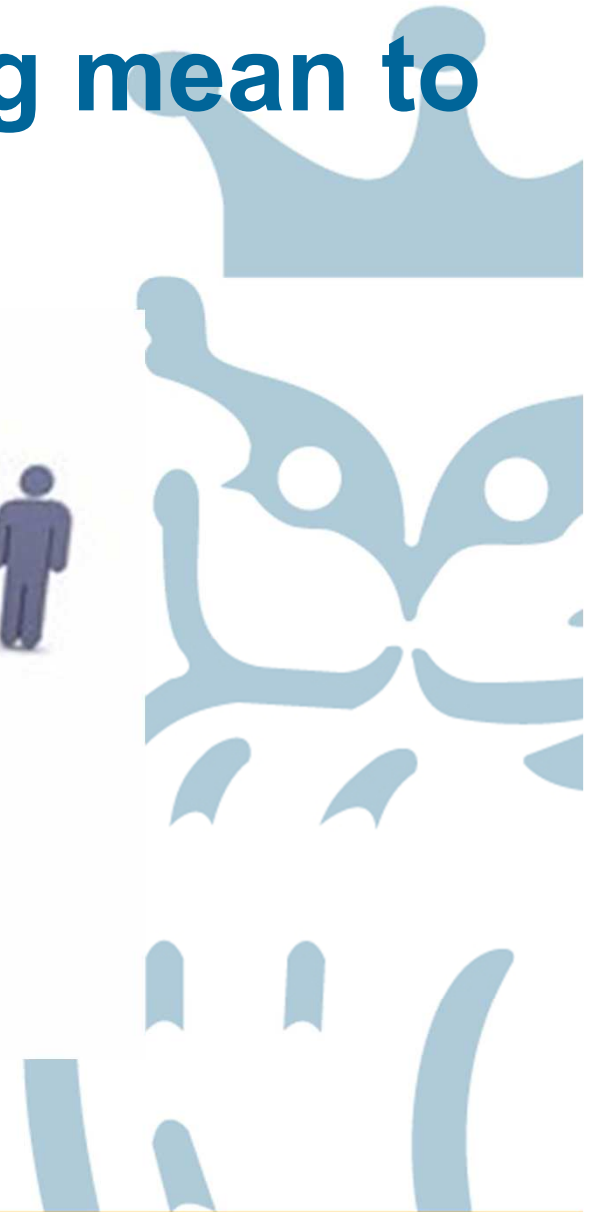
LONE WORKING

A half day course for Housing staff

Objectives

- **Understand what Lone Working is and the reality of it for our organisation and staff**
- **Understand the responsibility of Employers and Employees**
- **Understand and consider organisational / team strategies and procedures to deal with lone working**
- **Identify areas of potential risk within the working environment and managing it as safely as possible**
- **Look at our personal safety and how we can increase it**

What does Lone Working mean to you?



The HSE defines a lone worker as someone who ‘works by themselves without close or direct supervision.’

This might apply to:

- **Those working outside normal hours**
- **Those who work in direct contact with the public**
- **Those who work remotely from a central office**
- **Those who are remote from accessing standard emergency services**

The Reality

- **The current financial climate**
- **The service you offer**
- **What is the role of the housing worker**



The responsibility of the employer

Should they carry out risk assessments and draw up risk management plans?

Should systems be put in place to ensure lone workers are safe?

Should risk assessments and safety measures be measured?

Should systems be regularly evaluated?

Should the employer ensure dual working if necessary?

Should they make sure that staff are trained?

Should they know where lone workers are at all times?

Should lone workers be supervised?

Are you aware of your responsibilities as an employee?

- Take reasonable care of their own and other people's safety
- Have an awareness of their safety and possible risks
- Be involved in risk assessment and management
- Leave immediately if there is an imminent risk
- Undertake and follow training
- Take regular breaks
- Follow policies and procedures
- Tell the employer if safety measures are inadequate
- Inform employers of a "near miss"
- Report incidents using proper procedures

What are the risks?

- Physical
- Emotional
- Financial
- Sexual
- Practical
- Technology



Where are the risks?

- Office
- Around the building
- Visiting tenants
- Travelling
- Local neighbourhoods



Who are we at risk from?



Risk factors

- **Demographic factors**
- **Clinical history**
- **Background**
- **Psychological factors**
- **Context**



How can we reduce the risk?



Personal Safety

Check Orchard before leaving for UDCs

Comply with local / team procedures i.e. buddy system, recording where you are going etc, be aware of code words,

Carry out visual risk assessments

Stay aware of situation and think about how to control the risks

Go with your gut instinct

When Lone Working goes wrong

- The immediate aftermath
- Debriefing
- Management support
- Team support
- Evaluation
- Professional help

Where do we go from here?



Thank you

Any questions?



Report of Head of Scrutiny and Member Development

Report to Tenant Scrutiny Board

Date: 24th September 2014

Subject: Scrutiny Inquiry – Annual Tenancy Visits – Next Steps – Session 2

Are specific electoral Wards affected? If relevant, name(s) of Ward(s):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are there implications for equality and diversity and cohesion and integration?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is the decision eligible for Call-In?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the report contain confidential or exempt information? If relevant, Access to Information Procedure Rule number: Appendix number:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Summary of main issues

1. Following the discussion today and the review of information received, the Board now needs to consider what further information is required in order for it to come to any conclusions and or recommendations.

2. The terms of reference indicate that the Board wishes to hear the views of both tenants and local housing managers. Officers are happy to facilitate that process in any format the Board considers best. (This could be via a questionnaire or face to face interviews, by the whole Board or small working groups). The timescales for obtaining this information will also need to be agreed.

Recommendations

3. Members of the Board are asked to consider what further information is requested and the best method (s) for obtaining this.

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