

London Borough of Barking and Dagenham

Notice of Meeting

THE EXECUTIVE

Tuesday, 2 December 2003 - Civic Centre, Dagenham, 7:00 pm

Members: Councillor C J Fairbrass (Chair); Councillor C Geddes (Deputy Chair); Councillor J L Alexander, Councillor G J Bramley, Councillor S Kallar, Councillor M E McKenzie, Councillor B M Osborn, Councillor J W Porter, Councillor L A Smith and Councillor T G W Wade.

Declaration of Members Interest: In accordance with Article 1, Paragraph 12 of the Constitution, Members are asked to declare any direct/indirect financial or other interest they may have in any matter which is to be considered at this meeting

21.11.03

Graham Farrant
Chief Executive

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AGENDA

1. **Apologies for Absence**
2. **Minutes - To confirm as correct the minutes of the meeting held on 25 November 2003 (to follow)**

Business Items

Public Items 3 and 4 are business items. The Chair will move that these be agreed without discussion, unless any Member asks to raise a specific point.

Any discussion of a Private Business Item will take place after the exclusion of the public and press.

3. **LEA Expenditure from the Schools Block of the Education Formula Spending Share 2004/2005 (Pages 1 - 2)**
4. **Contract for the Supply of Cleaning Materials (Pages 3 - 4)**

Discussion Items

- 5. New Conditions of Tenancy (Pages 5 - 51)**
- 6. Client Planning Team (Pages 53 - 57)**
- 7. Any other public items which the Chair decides are urgent**
- 8. To consider whether it would be appropriate to pass a resolution to exclude the public and press from the remainder of the meeting due to the nature of the business to be transacted.**

Private Business

The public and press have a legal right to attend Council meetings such as the Executive, except where business is confidential or certain other sensitive information is to be discussed. The list below shows why items are in the private part of the agenda, with reference to the relevant legislation (the relevant paragraph of Part 1 of Schedule 12A of the Local Government Act 1972).

Discussion Items

- 9. Consideration of Support for the Alcohol Advisory Service (Pages 59 - 62)**

Concerns a Contractual Matter (paragraph 7)

Business Items

None.

- 10. Any other confidential or exempt items which the Chair decides are urgent**

THE EXECUTIVE**2 DECEMBER 2003****REPORT OF THE DIRECTOR OF FINANCE**

LEA EXPENDITURE FROM THE SCHOOLS BLOCK OF THE EDUCATION FORMULA SPENDING SHARE 2004/2005		FOR DECISION
<p><u>Summary</u></p> <p>The Department of Education and Skills (DFES) propose to restrict the increase in the LEA element of the Schools Block 2004/05 to that of the percentage increase in the Individual Schools Budget (ISB). Authorities wishing to apply for exemption from this restriction must make their case to DfES by 8 December 2003.</p> <p><u>Recommendation / Reason</u></p> <p>The Executive is asked to agree to delegate to the Director of Education, Arts and Libraries and the Director of Finance, in consultation with the Leader of the Council, permission to seek exemption by the DfES from this restriction if necessary.</p>		
<p>Contact Officer: Julie Parker</p>	<p>Director of Finance</p>	<p>Tel: 020 8227 2252 Fax: 020 8227 2995 E-mail: julie.parker@lbbd.gov.uk</p>

1. Background

- 1.1 The Education Formula Spending Share (EFSS) calculated by the DfES for each Authority is sub-divided into the LEA Block (around 12%) and the Schools Block (88%). The Schools Block is made up, predominantly, of the total Individual Schools Budget (ISB) allocated through the Authority's Funding Formula and an element controlled by the LEA to provide services specifically for pupils.
- 1.2 The DfES school funding proposals for 2004/05 contain a minimum guarantee to schools, which requires LEAs to ensure that the ISB increases by at least 4% in real terms. The DfES have also indicated that the LEA element of the Schools Block cannot increase by more than the percentage increase in the ISB.
- 1.3 The restriction is a serious concern for many LEAs. Expenditure within this area, such as Special Educational Needs and provision for pupils out of school, is demand led and is subject to significant budget pressure. Within the overall constraint of the Schools Block, LEAs need to be able to set this budget at a level that will reflect their local circumstances taking account of such issues as the substantial increase in non-maintained school fees and the requirement to provide 25 hours per week for pupils out of school.

1.4 The DfES have indicated that LEAs can seek exemption from this restriction provided they make their case to the DfES by 8 December 2003. At this stage in the budget process the officers are still to establish if such an exemption is required.

2. Recommendation

In order to ensure we are able to apply for such an exemption it is recommended that the Director of Education, Arts and Libraries and Director of Finance in consultation with the Leader be given delegated authority to make such an application.

Background Papers

None

THE EXECUTIVE**2 DECEMBER 2003****REPORT FROM THE DIRECTOR OF LEISURE AND ENVIRONMENTAL SERVICES**

CONTRACT FOR THE SUPPLY OF CLEANING MATERIALS	FOR DECISION
<p><i>This report relates to the intention to extend an existing contract(s), which the Borough leads on behalf of a number of boroughs, and the Constitution (Contract Rules 3.6 and 4.4) reserves the decision to the Executive.</i></p>	
<p><u>Summary</u></p>	
<p>The existing contract(s) for the supply of cleaning materials was advertised through the European Journal and awarded from November 2001 to May 2004, (to various suppliers). There original contract documents included an option to extend for up to two years, by two 12 month periods. (Executive Minute 250, 27 Nov 2001, refers).</p>	
<p>This is a joint contract with members of the London Contracts & Supplies Group (LCSG), which includes representatives of most of the London boroughs, Metropolitan Police and Universities, who are working towards placing joint contracts to obtain the best value for the supply of various goods and services.</p>	
<p>The London Borough of Barking & Dagenham (LBBB) are the lead borough for this contract. A survey of the participating boroughs was carried out with regard to the service provided by the suppliers and whether the boroughs would like to take up the option to extend the contract for the first 12 month extension period. All of the boroughs have agreed to the proposed 12 month extension.</p>	
<p>The contract originally had six London boroughs participating with an annual joint spend of approximately £500,000, of which the LBBB spent approximately £150,000. There are now fourteen participants with an overall annual spend of approximately £1,250,000 of which this Borough spends approximately £166,000 per annum all of which is met by individual users Revenue accounts. This spend is split between a number of suppliers, all of which are prepared to continue for the extension period.</p>	
<p><u>Recommendation</u></p>	
<p>The Executive is asked, in accordance with Constitution (Contract Rules 3.6 and 4.4), to agree that the supply of cleaning materials should be undertaken through an agreed 12 month extension, as allowed for in the original contract from 1 June 2004 to 31 May 2005.</p>	
<p><u>Reason</u></p>	
<p>To continue with this arrangement of leading the contract process and working with other London boroughs which has increased the Council's ability to obtain competitive prices and improved service levels with the suppliers and increase partnership working with other boroughs and public authorities.</p>	

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Consultation

The following people have seen this report and are happy with it as it stands.

Stefanie Goldsmith, Corporate Procurement Officer
Bob Cooper, Interim Head of Finance, LESD

Background Papers

Executive Minute 250, 27 November 2001 refers.

THE EXECUTIVE**2 DECEMBER 2003****REPORT OF THE DIRECTOR OF HOUSING AND HEALTH**

NEW CONDITIONS OF TENANCY	FOR DECISION
<i>This report includes recommendations on issues, which are the Executive's responsibility.</i>	
<p><u>Summary</u></p> <p>This report sets out a proposal to introduce new Conditions of Tenancy to strengthen the Councils fight against Anti Social Behaviour and to modernise the existing agreement, which has become dated since its original launch some years ago. Included in this report are details around initiatives such as photographic evidence at housing application stage, a video guide to be used for new tenants when they sign up and the cost implications of the full range of measures. The attached copy of the Conditions of Tenancy (appendix A) is the text only version. The document is currently being designed up to include pictures and illustrations and to match the corporate style for public communications.</p> <p><u>Recommendation</u></p> <p>The executive is asked to:</p> <ol style="list-style-type: none"> 1. Agree to the wording and content of the new Conditions of Tenancy set out in Appendix A of the report; 2. Agree to the document being illustrated and prepared with corporate branding prior to a draft copy being sent to every tenant in the Borough as part of the required consultation process; 3. Note the content of paragraph 7 which refers to the cost implications of the new Conditions of tenancy and to agree to any additional costs to a maximum of £116,000 being made up either from existing budgets of the Housing Revenue Account (HRA); 4. Note proposals with regard to the proposed new Tenants' handbook being prepared for next Spring as set out in Paragraph 6 of the report; and 5. Agree to officers progressing the gathering of photographic ID evidence set out in Paragraph 4 of the report. <p><u>Reason</u></p> <p>These decisions will have a major impact on the way in which the Council tackles and is seen to tackle the anti social element amongst its housing stock and will modernise the Conditions of Tenancy, bringing on board issues which have become relevant in recent years such as noise pollution from laminated flooring and the problems caused by pirate radio aerial installation as two examples.</p>	

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1. **Introduction**

- 1.1 During discussion at the Bye Laws and Anti Social Behaviour Working Party it was identified that the Councils' existing Conditions of Tenancy required updating and that they did not particularly provide a strong line on Anti Social behaviour and members of the working party were keen to see them overhauled and updated.
- 1.2 Officers were asked to look at a wide range of possibilities for change including the use of introductory tenancies and other security initiatives such as using photo Id at either sign up for the home or at application stage.
- 1.3 The attached document is the outcome of extensive consultation with tenants through a CHP Focus group, members and officers including the Borough Solicitor and a wide ranging survey of other authorities and landlords.

2. **Background**

- 2.2 In January this year the Executive agreed to set aside £83,000 to finance the introduction of a new set of Conditions of Tenancy. Officers were then asked to produce a new document in consultation with a focus group especially drawn together from the CHP's and consulting widely with other housing service providers.
- 2.3 Over the following months Local Authorities and Registered Social Landlords across the country provided samples of their agreements and officers gathered information on the prime concerns and issues facing residents on local estates through the working party. The Bye Laws and Anti Social Working party also fed in their concerns with particular regard to case work focusing around noise from poorly installed flooring and the concerns from members of the Council over property changing hands both before and after letting.
- 2.4 The attached draft is the output of these processes. The most impressive set of Conditions were those provided from Birmingham Council who in turn had consulted with other authorities. This document has been substantially updated and the sections on anti-social behaviour strengthened and made more detailed to send a clear message to new tenants about the Council's expectations. Key issues that members will wish to note are as follows:

2.5 Introductory Tenancies

Introductory tenancies have not been included in the new document for the following reasons.

- i) In the new Anti Social Behaviour Bill currently out to public consultation until January 2004, an amendment to Chapter 68 Section 82 of the 1985 Housing Act is proposed that introduces Demoted tenancies as an option for a Social landlord to seek in Court as a response to anti social behaviour rather than a suspended possession order.
- ii) Demoted tenancies are virtually identical in stature and procedure to introductory tenancies but will allow the landlord a quicker route to eviction if behaviour doesn't improve. In addition, and perhaps more importantly, it does not penalise the vast majority of new, well behaved tenants moving into a Council home for the first time but rather enables a strong reaction if and when there is a problem.
- iii) Officers were aware from contact with other authorities and landlords that the Introductory Tenancy had proven complex at the appeals stage and was frequently not seen as the success that had been hoped for. To better investigate this view a survey was sent out to all London Authorities and 18 responses received.
- iv) Of the 18, 11 authorities stated they were not using and did not intend to use Introductory tenancies for a variety of reasons that included unease that all new tenants should suffer for the minority, perceived difficulty in administration and problems at the appeal stage with the European Court of Human Rights.
- v) Two authorities stated that they used Introductory tenancies but found them cumbersome and that repossession in extreme cases had taken a long time, occasionally making their problems worse. Two stated that they had yet to apply the legislation to live cases and three had used them and were satisfied.

2.6 Armed with this knowledge officers did not feel that they could recommend the use of Introductory Tenancies as an effective tool in the fight against anti social behaviour. The CHP Focus group members were concerned that all new tenants would be tarnished with the same brush but were keen that every possible tool available should be used to combat anti social behaviour.

2.7 In these circumstances and given that the new Anti Social Behaviour legislation provides a wide range of more effective tools including the demoted tenancy, officers are recommending that Introductory tenancies are excluded from the new Conditions of Tenancy so that action and responses can be targeted at those who misbehave rather than the whole community.

2.8 Repairs

Members attention is drawn specifically to Section 7 of the new document. This seeks to establish clearly lines of responsibility for minor repairs and to establish the importance of the tenants' responsibility in reporting repairs and allowing access for them to be carried out.

2.9 Anti Social Behaviour

This section has been considerably strengthened to set out the Council's expectation of it's tenants. The examples given in the document help new tenants to identify areas where they may not have realised that they were causing a direct nuisance. An example of this is the requirement to correctly install laminated flooring in order to prevent extremes of noise nuisance for residents on lower floors.

2.10 Cleanliness

This section emphasises the need to maintain the property and surrounding areas as very often a failure to do so is at the heart of complaints of anti social behaviour between neighbours.

2.11 Animals

Although this section was the subject of s great deal of discussion in the CHP Focus group the majority of tenants who took part agreed the wording here which maintains the Council's existing stance that unless a property has direct access to a private garden or area the tenant may not keep a dog in the dwelling. When the agreement goes out to full public consultation this section is likely to attract a good deal of negative comment but seeks to prevent the severe problems that can because by animals not having access to a garden or to adequate exercising facilities.

3. Next Stages

- 3.1 Once members have approved the wording of the document and the photographs and house style have been applied a draft version has to be sent to every tenant in the Borough for comment. The results of this consultation along with any proposed changes will be reported back to the Executive and then the Assembly in the New Year. Once agreed the final version is issued to all tenants along with appropriate notice who are then given the opportunity to accept the new Conditions or, if they wish, to terminate their contract with the Council although this option is highly unlikely.

4. Photographic Evidence

- 4.1 During discussion on the new Conditions of Tenancy the issue of obtaining and storing Photographic evidence of our new tenants was raised and investigated. Given that identities can be exchanged before sign up for a new home takes places officers will be looking to introduce a system that enables any application for housing to be completed with an ID style photograph of the applicant which can not only be checked at the time of offer and sign up but will also prove useful for audit checks later in the life of the tenancy.

An initial sum of £10,000 has been included in the costings to get this project underway.

5. Video for New Tenants

- 5.1 As part of the Council's approach to starting out in the correct way from the outset with new tenants it is proposed to make a video that will be shown to all new tenants when they sign up for the property. The video will give clear examples of what the Council expect from the outset and demonstrate the adverse effects of anti social behaviour and other key areas of the tenancy agreement. The costs for this initiative is estimated at £20,000 and is included in the figures set out in Paragraph 7.

6. The Tenants Handbook

- 6.1 The new Conditions of Tenancy are a detailed explanation of the contractual expectations that we have of our tenants and go much further than before in explaining exactly what is meant at every stage. In order to provide information to tenants about the services available, how to report a repair, and how to contact the local office for example it is proposed to have a Tenants Handbook as a companion to the Conditions of Tenancy. This will be worked up in the next quarter and funding will be sought in the new financial year. Combining the video, handbook and new Conditions of tenancy Barking and Dagenham Council will have an extremely modernised and progressive approach to new tenants in the Borough that will set out clearly not only what services we deliver but very clearly what we expect from our tenants in return.

7. Costings

- 7.1 The cost of preparing, distributing and translating the new Conditions of Tenancy plus filming and distributing copies of the companion video including the consultative copies is likely to cost in the region of £116,000.
- 7.2 A budget provision of £83,000 was included in the HRA for 2003/2004 following the report to the Executive on the 14 January 2003. The shortfall of some £33,000 will need to be met from within existing budgets of the HRA.
- 7.3 The costs have risen due to the new proposals for the video, a sum of £10k to set up the systems required for gathering ID pictures at application stage and additional distribution costs. Members are advised that a range of printing cost have been submitted by various specialists and it may be possible to reduce the overall costs if a high quality document can be produced at a lower price.

Background papers

Executive 14 January 2003 (Minute 274) re: Housing - Improvement and Change

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CONDITIONS OF TENANCY

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1. DEFINITIONS

This section sets out what we mean when we use particular terms throughout the agreement. Most of them are obvious but this list may help your understanding of some sections more clearly.

We, us, our,

The Council of the London Borough of Barking and Dagenham, officers of the Council and approved sub contractors and agents of the Council.

You

The tenant, and in the case of joint tenants, either or both of them.

Emergency Services

The police, the fire brigade and the ambulance service.

Exchange

To swap tenancies with another person.

Fixtures and Fittings

All of the landlord's appliances and furnishings in the property including installations for supplying or using gas, electricity and water etc which are taken to be a permanent part of the dwelling and which are not to be removed. Some examples of fixtures and fittings, but not an exhaustive or entire list are:

Pipe work, meters, baths, sinks, taps and drainage fittings, electrical sockets and wiring, all windows and doors both internal and external and door and window furniture.

Neighbourhood

The area in which the property is based including privately owned or housing association properties, local shops and/or amenities serving the local area.

Relative

Parents, children, grandparents, brothers, sisters, uncles, aunts, nephews, nieces, in-laws, step-relatives and adopted children.

Secure Tenant

By law, secure tenants have the right to stay in a property. We cannot remove a secure tenant from a property unless a court grants an 'Order of Possession'.

Flat

A home which is part of, and entirely on one floor of a building. (Excluding bungalows)

Furniture

Although generally not the case, some properties may include a few items of furniture. If this is the case "furniture" refers to all of these items which will be included on a list as part of your tenancy agreement.

Garden

Lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and paved areas.

Estate Officer

A member of staff employed by the Council.

Improvement

Any alterations or addition to the property.

Lodger

A person who pays you money to let them live in the property with you.

Maisonette

A self contained-home often occupying two floors of a building and having its own entrance.

Neighbours

Your neighbours include everyone living in the local area, including those people who may not live in the Council's accommodation.

Partner

Any person who lives with you in an established relationship other than a relative.

Property

The property in which you live, including any garden, but not including any shared areas.

Shared Areas

The parts of the building which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

Sub-let

Giving another person the right to live in part of the property.

Vehicle

A car, bus, lorry, motorbike, bike, boat, caravan and so on.

Written Permission

A letter from us giving you permission to do certain things.

Service Charges

'Tenant Charges' means all charges other than rent and water service charges payable by the tenant under the Tenancy Agreement.

Visitors

Anyone who comes into the Neighbourhood with the intention of visiting your home or a member of your household regardless of whether the visit takes place within your dwelling or within the boundaries of the Neighbourhood.

2. TENANCY AGREEMENT

This section sets out the basic parts of the tenancy agreement and by signing it you are agreeing to become our tenant.

- 2.1 You are entering into a legal contract with us. This agreement tells you what we expect from you as our tenant and what you can expect from us as your landlord. If there is anything in this agreement which you do not understand, you should contact your local housing office or you can get independent advice from a solicitor, a Law Centre, the Citizens Advice Bureau, a Neighbourhood Advice and Information Centre or a Community Housing/Resource Centre.
- 2.2 Your neighbours have exactly the same rights and responsibilities as you. Some of your responsibilities apply to you, your friends and relatives and any other person living in or visiting your home, including children. This will include the responsibility not to commit nuisance. It also applies to animals at your home where they are permitted.
- 2.3 There are two kinds of tenancy:
 - secure tenancy.
 - non –secure tenancy used in exceptional circumstances
- 2.4 This agreement is for both kinds of tenancy. It tells you which parts apply to each type of tenancy.
- 2.5 This agreement gives you the right to live in the property. We will not interfere with this right unless any of the following apply:
- 2.6 You break any of the conditions in this agreement. If you do, we may take legal action to force you to meet the conditions, or we may ask the court for permission to evict you.
- 2.7 We built or adapted the property for a physically disabled person so it is substantially different from an unadapted home **and** you no longer need that type of home **and** we need the property for someone else with specific needs.
- 2.8 We need to carry out redevelopment, improvements or major repairs to the property which we cannot do unless you move out.
- 2.9 You find another home and stop using the property as your only and principal home.
- 2.10 There is any other reason under housing legislation, for example, the Housing Act 1985, the Housing Act 1996, or any future law which requires us to take some form of action.

3. OUR RESPONSIBILITIES

- 3.1 The Council will consult all of its tenants about the management and maintenance of its property. We do this through Community Housing Partnerships, Tenants' and Residents' Associations and the Tenant and Resident Federation. All tenants are encouraged to join recognised associations/ organisations. Your local housing office will give you information about existing organisations or advice on setting up an association if there are none in your area.
- 3.2 For details on our repair responsibilities please see Section 7 on Repairs.
- 3.3 We are not responsible for condensation or the effects of condensation, unless it arises from a breach of our repairing responsibilities or as a result of a statutory repairing obligation. (See page 19 for further information.)
- 3.4 We will give you help and advice if you tell us you are the victim of antisocial behaviour and we will investigate complaints of antisocial behaviour (see page 15).

Notes

- a. If we do not meet our responsibilities that are set out in this tenancy agreement, you can:
- speak to an estate officer
 - use our complaints procedure. You can get details from any community housing office
 - speak to your local Councillor
 - write to the Local Government Ombudsman. You can get details from:

The Secretary The Commission for Local Government Administration in England 21 Queen Ann Gate London SW 1 H 9BU

get advice from a Housing Advice Centre, a solicitor, a Law Centre, Citizens Advice Bureau or a Community Housing/Resource Centre,

- b. In certain circumstances, if we do not carry out repairs within a reasonable time, you can ask for another contractor to do the work. This is called the Right to Repair. If the second contractor does not carry out the repairs on time, you may be able to claim compensation. You should contact a housing officer, the Housing Advice Centre, a solicitor, a Law Centre or the Citizens Advice Bureau for more information.

4. YOUR RIGHTS

This section sets out what you can expect as a tenant and from the Council as your Landlord.

- 4.1 This agreement gives you the right to live in the property.
- 4.2 You can live in the property without interference from us as long as you, your friends and relatives and any other person living in or visiting the property (including children) do not break any of the conditions in this agreement. If any of the conditions are broken, we may apply to the court to end your tenancy.
- 4.3 When you die, your tenancy may pass to your partner (whether a joint tenant of your home or not) or a relative who has lived with you continuously for the 12 months before your death. In both cases, the property must be their main home at the time of your death. The passing of the tenancy in these circumstances is called 'succession'. A tenancy can only be subject to succession once - if you, yourself, are a successor (for instance, because you have succeeded on the death of a previous tenant, or because you were a joint tenant and have become the sole tenant) then your partner and relatives will not have the right to succession.
- 4.4 In certain circumstances you may also have the right to assign your tenancy. Please contact your local housing team for further information.
- 4.5 If your tenancy passes to a relative or your partner when you die, and the property is larger than their needs, or has been designated for a specific use such as a sheltered housing scheme for elderly people, we may ask them to move to another suitable property. We will make every reasonable effort to find alternative accommodation. However if they are unwilling to move and it is reasonable in the circumstances, we may seek a court order to gain possession of the property.
- 4.6 You have the right to see our policies on housing, rehousing and exchanging properties.
- 4.7 You have the right to be consulted about any proposals for changes to the way we manage, maintain, improve, demolish, sell or transfer Council homes, or changes to do with services or facilities for Council tenants. This right to be consulted does not, however, apply to rents, charges or service charges levied by the Council
- 4.8 If you move and you have substantially improved your home, you may be entitled to some compensation. Please speak to your local housing team for further information.

4.9 Secure tenants only

- a. You have the right to take in a lodger but only if you do not create statutory overcrowding by doing so. (See 13.2)
- b. You have the right to sub-let part of your home, but you must get our written permission first. You must not sub-let the whole of your home or sublet where to do so would create overcrowding. (See 13.2)
- c. You have the right to exchange your home with another Barking and Dagenham Council tenant, a housing association tenant or a council tenant from another council. We may refuse an exchange if you do not meet certain conditions. If you exchange your property without written permission, we will require you to move back to your original home. If you fail to do this, we may go to court and ask for you to be evicted.
- d. In certain circumstances, you have the right to buy your home. To be eligible to buy your home, you must have lived in a Council or other qualifying accommodation for a total of at least two years. (The two year period does not need to be continuous.) Please ask a housing officer for more information. (Right to Buy Legislation is under constant review by the Government and these entitlements and qualifications may change at short notice.)
- e. Certain small urgent repairs which might affect your health, safety or security are covered by the Right to Repair Scheme. If they are not done within the specified time, you have the right to ask the Council to get another contractor to carry out the repair(s). If the second contractor fails to do the repair work in time, you can ask the Council to pay compensation.

4.10 Data Protection

You have the right to see information held about you as covered by data protection legislation. We may charge you a reasonable cost for providing this information.

- a. Information of a personal nature given by you when, for example, applying for a Council property, Council house transfer or any other service provided by this Department, is essential to enable us to provide the housing service required by our tenants and leaseholders.
- b. Personal information that you give us will either be retained within the Housing Department's computer systems and/or held within paper records. Whichever way, your personal information is protected under the provisions of the data protection legislation.
- c. You should be aware that there are occasions where your personal information may be disclosed to other bodies/organisations in accordance with the Department's role as your landlord.
- d. It is important to stress that in all matters relating to disclosures of information the Department will use its discretion when dealing with enquiries of a personal nature, whilst maintaining the maximum amount of confidentiality for our customers as prescribed under the terms of the data protection legislation.
- e. Where a request for information is required which is outside of the provisions of the legislation, the Department will always seek the approval of the individual concerned before any action is taken.

5. RENT

This section tells you how to pay your rent and what the Council will do if they do not receive your payments.

- 5.1 You must pay the rent and all other charges for the property on time. Other charges include, for example, service charges, charges for heating, charges for garages and other services.
- 5.2 You must pay your rent every two weeks, or at any other interval to which we agree. You can pay monthly by arrangement through your bank.
- 5.3 If you are a joint tenant, you are jointly and severally responsible for all the rent and all other charges when they are due. This means that, if the other joint tenants in your tenancy do not pay their share of the rent and charges, *you* must pay all the rent and other charges.
- 5.4 If you receive Housing Benefit, you must tell the Benefit Service and your local office immediately of any changes which may affect your entitlement to Housing Benefit.
- 5.5 You are also responsible for all rent and other costs, such as court costs and rechargeable repairs, that are owed from the past. If you were a joint tenant, you will still be responsible, even after the other tenants have left the property.
- 5.6 We may change your rent at any time. We will tell you of any change in rent at least seven days before the change, but we reserve the right to change your rent even if you do not receive this notice.
- 5.7 If you do not pay your rent, we may go to court and ask for a Possession Order to evict you from your home and a Money Judgement Order to recover your debts. We will charge you for taking you to court. You must pay this charge in accordance with the court order.
- 5.8 We may deduct any money you owe the Housing Department from any money that is owed to you by the Council.
- 5.9 If you have rent arrears, this may affect your eligibility to apply for a transfer to alternative accommodation or to receive an offer of alternative accommodation if you have already registered for a transfer.
- 5.10 We will make a reasonable administrative charge for providing credit references for you. We will not provide a reference until this charge has been paid in full.
- 5.11 If you owe us money for rent or other charges when you leave the property, you must make arrangements with us to pay the debt. You may not be able to have another Council home until you do. This may also affect your ability to be rehoused by another social landlord.

Notes

- a. Some tenants pay for extra services with their rent, for example, for Concierge or a Heat Lease Scheme. We will tell you if this applies to you.
- b. You are responsible for filling in and sending us your Housing Benefit claim forms and of advising us if your circumstances change. If you are unsure about how to fill in these forms, you can approach your neighbourhood office, Citizens Advice Bureau or Community Housing/Advice Centre.
- c. If you have difficulty paying your rent, please contact the Council immediately or the Citizens Advice Bureau. You may be entitled to Housing Benefit or other benefits. We will do all we can to advise and help you.
- d. We will give you more than seven days notice of any change in rent, wherever possible.
- e. A Money Judgement Order may affect your ability to obtain credit in the future.
- f. If you are evicted for rent arrears, the Council is not automatically obliged to rehouse you. It may also affect your ability to be rehoused by another social landlord,
- g. If you have rent arrears and would like to move home, Council Staff will discuss paying your rent arrears with you.
- h. Whilst we will consider every request on its merits, it would be unusual for us to agree to a transfer for tenants who have rent arrears.
- i. Consent to a direct exchange will usually be subject to a condition requiring you to repay any outstanding rent before we agree to you moving.

6. ANTISOCIAL BEHAVIOUR

Barking and Dagenham Council takes Anti Social behaviour, crime and the fear of crime very seriously indeed. In order to protect the majority of peaceful residents in our homes we have set out clear guide lines on what we consider to be unreasonable and anti social behaviour.

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

- 6.1 Do anything which causes or is likely to cause a nuisance to anyone in the local area. This includes allowing animals to cause a nuisance.
- 6.2 Do anything which interferes with the peace, comfort or convenience of other people living in the local area.
- 6.3 Harass anyone in the local area, for example, because of their colour, race, ethnic or national origin, religious beliefs, sexuality, gender, age, disability, mental illness, actual or perceived HIV status.
- 6.4 Harass, or threaten to harass, or use violence towards anyone in the local area.
- 6.5 Harass, or threaten to harass, or use violence towards our employees, Councillors, anyone contracted to do work for the Council or elected tenant representatives.
- 6.6 Use the property, any of its common parts or any shed or garage that you rent from the Council for any criminal, immoral or illegal purpose, including selling, storing or using any illegal drugs, or storing or handling stolen goods.
- 6.7 Use, or threaten to use, violence towards anyone living in the property including your partner or members of your family.
- 6.8 Intentionally damage property. If you intentionally damage the Council's property, we will seek compensation, using the courts as necessary. Intentional damage can either be damage caused to the internal fabric of your home such as doors or windows or damage caused by vandalism or graffiti to the communal areas of the neighbourhood.
- 6.9 Enable, participate in or encourage any installation of pirate radio masts or broadcasting equipment associated with illegal broadcasting for whatever purpose.
- 6.10 You must not store or allow to be stored explosives or highly combustible materials (if in doubt check with you local housing office) or any kind of firearm that is not licensed properly in accordance with the relevant governing Laws in England.

If you, your family or visitors behave antisocially we will take action to stop you. This may include going to court to ask for you to be evicted, applying for an injunction to prevent you from behaving antisocially or seeking an Anti Social Behaviour Order (ASBO) or other order to exclude you from the property and/or the local area.

We may not find you a new home if you are evicted because of antisocial behaviour. This may also affect your ability to be rehoused by another social landlord.

NOTES

- a. You, and any joint tenants, are responsible for your behaviour, the behaviour of your children and anyone else living with or visiting you, while they are in your home (including shared areas such as landings, stairways, foyers, lifts, courtyards, gardens and parking areas) or in the local area. The local area includes the whole of the Neighbourhood/area the property is on, including privately owned or housing association properties, local shops and/or amenities serving the local area.
- b. Harassment is defined as any unwanted behaviour directed at an individual or group which is offensive or objectionable to the recipient. It is behaviour or conduct calculated to interfere with the peace and comfort of individuals or groups which has the effect of hurting, intimidating, humiliating, ridiculing and/or undermining their confidence.
- c. We want you to enjoy living in your home and we recognise your right to enjoy living life as you choose, as long as this does not make other tenants' lives miserable. We ask that all tenants and their families are considerate towards their neighbours and help to create caring and happy communities. We will do all we can to promote harmony in local communities and to deal with any problems, We will act quickly against tenants who ignore this tenancy agreement, and will work with other agencies to resolve nuisance caused by people who are not Council tenants.
- c. We may be able to offer mediation tenants as a way of resolving conflicts and disputes. You should enquire at your local housing office for details.
- d. We may not be able to resolve all your concerns but we will work with other agencies and provide advice about other services to assist you,

Data Protection

- f. The Housing & Health Department is committed to making the community that you live in safer for your and your family.

The Crime and Disorder Act 1998 places obligations on local authorities, the police authorities, health authorities and probation committees (amongst others) to work together in tackling crime and disorder issues within our communities.

In order for the Housing Department to fulfil its obligations under the Crime and Disorder Act 1998, there may be occasions where information about you might be passed to these organisations. Any exchange of information will comply with the provisions of the data protection legislation.

6.11 What is antisocial behaviour?

A The list below will always be classed as antisocial behaviour:

- Using or threatening violence
- Racist behaviour, including literature, letters, verbal abuse

- Harassment, for example, because of a person's colour, race, sexual orientation, gender, age, disability, mental illness
- Prostitution
- Dealing in pornography
- Criminal activity in properties
- Drug and alcohol abuse, substance misuse or drug dealing
- Verbal abuse and offensive gestures
- Domestic violence
- Damaging property including cars and bikes
- Arson or attempted arson
- Dumping rubbish and furniture
- Putting offensive materials through letterboxes
- Malicious phone calls
- Writing and spraying graffiti
- Storing or repairing any vehicles which are powered by petrol, diesel or paraffin in shared areas
- Throwing things off balconies or out of windows
- Breaking shared security, for example, allowing strangers to get into the building
- Blocking communal areas
- Playing ball games in areas where this is prohibited.
- Encouraging or enabling the installation of pirate radio broadcasting equipment in or around a dwelling, block or Neighbourhood.

B The following is antisocial behaviour when it causes a nuisance:

- Not exercising adequate parental control
- Playing loud music
- Banging and slamming of doors
- Playing ball games close to people's homes or buildings
- Skateboarding, roller-skating and cycling on footpaths, balconies and communal areas
- Being drunk in public
- Excessive barking of dogs or dogs fouling in communal and public areas
- Not keeping pets under control
- Causing a nuisance in lifts and communal areas, for example, fouling, blocking chutes
- Unfounded complaints.
- The installation of furnishings and fittings such as wooden laminate floorings where any subsequent failure to make reasonable efforts to control noise pollution causes inconvenience and distress .
- Parking cars in a way that blocks pedestrian or vehicle access or causes damages to greens and other areas of the estate.
- Working on motor vehicles in excess of normal servicing of the tenants own car or motorcycle.
- Riding or allowing any member of your family or visitors to ride motorcycles off road on public areas or estate facilities.

If the Council believe that you are in breach of the Conditions of Tenancy they can apply to use any of the following options to remedy the problem:-

Serving a Notice of Seeking Possession to end your Tenancy
Seeking an injunction against you to prevent the nuisance and to seize equipment causing a nuisance such as hi-fi equipment or machinery.
Seek an Anti Social behaviour Order through the Court system.
Seek an Acceptable Behaviour Contract with you.
Liaise with the Police and other enforcement agencies to prevent any crime being committed and use the measures above in addition to any criminal proceedings that may be issued.

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7. REPAIRS

Your Repair Responsibilities	Our Responsibilities
<p>1. You must repair, renew or replace as necessary any parts of the structure, installations, fixtures or fittings inside or outside the building that are damaged by you, a member of your household or someone you have allowed into the property, including children. If the Council carry out this work then you will be expected to reimburse the full cost of repair.)</p> <p>2. You are also responsible for repairing, renewing or replacing the following items:</p> <ul style="list-style-type: none"> • keys to door and window locks • plugs and chains to sinks, basins and baths • TV aerials where they are not part of the communal system • surface damage to internal plasterwork that you have damaged • curtain and picture rails • gate and shed latches, bolts and catches • Lagging and insulation where your actions have damaged the Council's installation. • Fuses • Cupboard catches • If you, your family or your visitors break the glass in a window then you will be required to meet the cost of its replacement. If a window is broken in other circumstances the Council will investigate before replacement is carried out. (You may be asked to provide a crime number and should report deliberate breakages by unknown people to the Police.) 	<p>1. We will keep in repair the structure and exterior of your home (including drains, gutters and external pipes) where it is practical and cost effective to do so – in the unlikely event of your home being too expensive to repair we will discuss with you all your options regarding re-housing.</p> <p>2. We will keep in repair and proper working order the installations in your home for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity).</p> <p>3. We will keep in repair and proper working order the installations in your home for space heating and heating water.</p> <p>4. We will keep in repair any step or path that is an essential means of access to your property.</p> <p>5. We will keep in repair any boundary fence or wall we have provided but only where failure to carry out a repair might lead to a particular risk to you or your family such as forming a boundary to a busy main road or amenity site.</p> <p>6. We will keep in repair any garage, shed or outbuilding we have provided which is situated within the boundary of the property, as long as it is economic to do so. We reserve the right to remove these structures when, in our view, they are beyond economic repair.</p>

<p>3. The following items will be provided at the start of your tenancy. After that it is your responsibility to repair or replace them:</p> <ul style="list-style-type: none"> • door handles • internal doors (where damaged) • sealant around sinks, baths and kitchen work surfaces • cylinder jackets • toilet, chains and handles • drawer handles • door numbers and letter plates • Glazed tiles around the bath, basin or sink. • Kitchen units • WC Seats <p>4. You are responsible for carrying out the following activities:</p> <ul style="list-style-type: none"> • removing scale from taps, sinks, baths and toilet pans with de-scaler • lubricating hinges and locks. <p>5. You are responsible for the safe keeping of keys for door and window locks and the provision of additional locks.</p> <p>6. You must take reasonable steps to avoid moisture building up (condensation) within the property and causing damage.</p> <p>7. You must keep in repair any garage, shed, outbuilding or additional fencing for which you are responsible.</p> <p>8. You, your friends and relatives and any other person living in or visiting the property (including children) must not cause damage to any Council owned building or property.</p> <p>9. You must take reasonable steps to prevent pipes freezing in winter, particularly by using any heating which we have provided in your property.</p>	<p>economic repair.</p> <p>7. In flats and maisonettes, we will keep in good repair all entrances, halls, stairways, lifts, rubbish chutes, lighting and other parts for common use. Decorations will be dealt with separately on a cyclical basis.</p> <p>8. We will remove associated rubbish and building materials from your property after repair work has been finished by the Council or its contractors.</p> <p>9. We have no responsibility to install, extend or improve existing:</p> <ul style="list-style-type: none"> • Ventilation • Heating • Insulation • Internal plasterwork and any associated tiling • Electrical appliances and fittings <p>Within your home, unless we are required to do so to abate a statutory nuisance or to satisfy any statutory provisions.</p>
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10. You are responsible for properly and adequately plumbing in washing machines, other appliances and connecting gas appliances you own, and for any extra replacement pipe work that may be required.
11. You must take reasonable steps to prevent blockages to waste pipes (for example to a sink, basin or toilet) or external drains and to remove any blockages in sink and bath pipes if they occur.
12. If you have an open fire, or a gas fire that you have installed and which belongs to you, you must sweep and keep clean and clear chimneys and fireplaces.
13. You are responsible for any step, path or paving that is not an essential means of access to your property.
14. You must not make any changes to the structure of the property, its fixtures, fittings, doors, boundary fence or wall or anything connected with the provision of services to the property without prior written permission from us. If we give permission, we may set certain conditions that must be met.
15. You must not fit a CB aerial or satellite dish at the property without our written permission and the relevant planning permission.
16. Any work you have done at your property must be carried out by a competent and suitably experienced person. If we find work has been carried out in a way that has, or could, cause damage to the property or danger to someone, we will insist that you have the problem remedied. If the problem is not remedied, we

<p>may remedy the problem and charge you a reasonable cost for doing so.</p> <p>17. You are responsible for repairing and maintaining all improvements and fixtures and fittings you install at the property.</p> <p>18. You must not remove or disconnect any mains operated smoke detector that we have installed.</p> <p>19. You must maintain any battery operated smoke detectors.</p> <p>20. You are responsible for repairs which would not have been necessary if you had given us notice about another repair.</p> <p>21. You are responsible for repairs which either would not have been necessary at all or would not have been so extensive if you had given us notice earlier.</p> <p>For example – if you notice but fail to report a leaking pipe which then causes damage to decorations and plasterwork over a period of time we may opt not to repair the subsequent damage without making a recharge against you for the cost.</p>	<p style="text-align: center; opacity: 0.5; font-size: 48px; transform: rotate(-45deg);">DRAFT</p>
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Notes

- a. If we carry out any urgent repairs that are your responsibility, we will charge you a reasonable cost, including administration costs.
- b. If you fail to carry out any repairs for which you are responsible, we may give you 28 days notice to do so. After this, we will carry out any outstanding work and charge you for doing so.
- c. If you do not pay, we may request a Money Judgement Order against you which could affect your ability to obtain credit in the future,
- d. You may have repairs that are -your responsibility carried out by any competent person. We reserve the right to inspect repairs after completion.
- e. We will maintain communal TV aerials in flats and maisonettes.
- f. We will replace these items if it is necessary as part of a major repair or we are required to do so as a result of our statutory obligations.

- g. If you have circumstances which make it difficult for you to carry out any repairs which you are responsible for, please contact your local neighbourhood office, your local housing team or your Citizens Advice Bureau. We may be able to do the repair and charge you a reasonable cost, or advise you of a voluntary agency that may be able to help,
- h. You may also be entitled to benefits which increase your income,
- i. In relation to moisture building up, reasonable steps include the following:
- keeping the property reasonably well ventilated in particular your bathroom and kitchen as a result of bathing, washing, indoor drying of clothes and cooking. This means opening windows and doors and using any extractor mechanisms that may be in your property.
 - not using unvented tumble dryers, cylinder gas heaters or cookers, paraffin heaters or other appliances that generate moisture without proper ventilation during and after use.
 - not blocking or obstructing air vents or other means of ventilation.
 - keeping the property sufficiently heated by using any heating we have provided in your property,
 - not overcrowding your property.
 - preventing damage to woodwork and plasterwork by regularly wiping down and drying any surfaces and windows where moisture settles. If mould growth develops you must clean it off using a suitable solution.
 - taking reasonable steps to prevent heat loss, such as fitting draught excluder strips to the letterbox, external doors and the window frames.
- j. If you have a burst pipe, put something under the leak to catch the water, turn off the water supply at the stopcock and contact your local housing team.
- k. We will advise you of the location of the stopcock at the start of your tenancy. If you need any further advice, please contact your local neighbourhood or housing office.
- l. Gas appliances must be installed by a qualified person. Ask at your local housing office for advice.
- m. We advise you to insure the contents of your home. The Council do not insure your contents and if you suffer a burglary or flood damage etc you will need to make a claim from your own insurance policy. If you cause damage to other people's property by your washing machine flooding the flat below, for example, you may be required to pay compensation and you will need adequate insurance cover for this type of risk as well.
- n. If we undertake repairs as a result of your failure to properly sweep and clear chimneys and fireplaces, we will charge you a reasonable cost for doing so.
- o. This includes the fitting of gas appliances other than cookers, for example gas boilers, fires, central heating systems, gas refrigerators, gas tumble dryers or gas washing machines.

- p. In the interest of fire safety, you must not remove or replace any internal or external doors without permission.
- q. Permission will not be unreasonably withheld.
- r. If you -do make changes without our permission, we may restore the property to how it was and charge you a reasonable cost for doing so,
- s. If we give our written permission for structural changes, you will need to find out if planning permission is needed and get this if necessary. You will also need to follow building regulations.
- t. This includes all your own gas and electrical appliances.
- u. We will maintain mains operated smoke detectors.
- v. If we carry out the work in either of these cases, we may charge you the costs of the extra work incurred.
- w. You must contact us as soon as you are aware of a repair.

7.1 Telling Us About Repairs

7.2 We cannot repair your property unless you have contacted us to say what you think is wrong. We cannot accept any liability to repair your property until you have contacted us.

7.3 When contacting us about a repair you think we may be responsible for, you must describe the problem and where it is, how long it has been there and how it has affected you. If you say that your personal possessions or property have been damaged or affected by it, you must advise us in writing, listing the items and their value.

7.4 If you do not contact us about possible disrepair, we will not accept that you have given us appropriate notice for us to visit and carry out any work that may be needed.

Notes

- a. You must contact us as soon as you are aware of a problem and not delay.
- b. If you are aware of any materials that may be hazardous to health, such as damaged asbestos, or any broken electrical equipment which the Council owns and is responsible for maintaining, please contact your local housing team immediately.
- c. When telling us about a problem, you must make clear:
 - how and when we can contact you in response (for example, give us any relevant home or work telephone numbers)
 - what dates and times somebody will be in if we want to visit
 - what dates and times are definitely inconvenient. If you do not make this clear, we will assume that we may visit any time during reasonable hours.

7.5 Period for Completion of Repairs

7.6 When you report a repair for which we are responsible, we will give you a receipt. The receipt will state the maximum time that we estimate you have to wait before the repair is completed.

7.7 If we fail to carry out a repair within the maximum time stated on the receipt, you should contact your local housing team and ask for the repair to be done.

Notes

- a. You must keep the receipt as confirmation of your request for a repair.
- b. If you do not receive a receipt for a repair you have reported contact your local housing team.
- c. If an inspection is necessary, the receipt will tell you the maximum time that you will have to wait for the inspection.
- d. After the inspection we will provide you with a schedule of all the repairs that we will do and the timescale to complete them,
- e. The Right to Repair Regulations provide that, in certain circumstances, if we do not carry out repairs in a reasonable time, you can ask for another contractor to do the work. If the second contractor does not carry out the repairs on time, you may be able to claim compensation. You should contact your local housing office, neighbourhood office or Citizens Advice Bureau for more information.

7.8 Access for the Purpose of Inspection and Repair

7.9 You must allow us access for inspection, servicing, repair, improvement and maintenance work to be carried out to the property or adjoining property at any time between 8.00am and 7.00pm and at any other time in an emergency. We will give you advance notice whenever possible.

7.10 Once you have told us about a problem with your property, we will visit to inspect and, if possible, repair as soon as we can. How soon may depend upon the nature of the problem.

7.11 If we visit your property and you are out, we will leave a card asking you to contact us (the card will say who and where) to make alternative arrangements. If you do not reply to this card, we may write to you again and remind you to contact us.

7.12 If you have not contacted us, we will assume that you do not consider there is a problem and do not want us to inspect or repair.

7.13 You must take steps to store or protect your possessions while repair work is being done.

7.14 We will try to warn you if we think any proposed repairs will inconvenience you. Certain repairs may unavoidably deprive you of certain facilities in your property while the work is being done. For example, you may not be able to use your kitchen or bathroom.

7.15 If something is damaged as a result of our repairs and you think it is our fault, you must notify us in writing within a period of 28 days from the time it was damaged or from the time you first became aware it had been damaged.

7.16 We will remove all associated rubbish, building materials and equipment from your property after repair work has been completed.

Notes

- a. We will try to tell you in advance when we propose to visit, but will also rely on times and dates you have provided to us.
- b. In an emergency, such as a flood, we may take immediate action to gain entry to your home to limit damage to your property or adjoining properties.
- c. We will require access every 12 months to service gas appliances. If you do not allow us access we may take immediate action to gain entry to do the work.
- d. Always ask to see the identity card of anyone who calls at your home to carry out repairs and claims to work for us, If you are not sure that they work for us, do not let them into your home and telephone your local housing team for confirmation.
- e. We recommend that you insure valuable items against accidental damage.
- f. We will take reasonable care when carrying out repair work.
- g. We may not be responsible if any of your property is damaged because you failed to take reasonable steps to store or protect it.
- h. Where this is the case, we will take reasonable steps to provide you with temporary substitute facilities.
- i. A claim form is available from your local neighbourhood or housing office.
- j. We may not accept liability for any alleged losses if you do not notify us as specified.

7.17 Provision of Temporary Alternative Accommodation During Major Works

7.18 Sometimes the nature of the repairs that need to take place means that we need to have vacant access to your property. If your repair falls into this category, we will inform you and you must vacate the property for the period we advise is necessary.

7.19 If we do not say we need vacant access to your property, you must decide whether you want to stay there during any works or find yourself temporary alternative accommodation.

Notes

- a. . If you choose to remain in your property during such repairs, you accept that you do so without responsibility from us to provide you with temporary substitute facilities.
- b. If you have to vacate your property we will try to assist with a range of alternatives, including temporary alternative accommodation. We will not be able to carry out certain types of repair at your property until you have vacated and our responsibilities for these repairs may be suspended during this period.
- c: We will try to find temporary accommodation that is nearby and similar to your own but we cannot guarantee this.
- d. If you do not accept a temporary property we offer you, you must at the some time tell us in writing whether or not you want us to continue looking. If you do not make this clear, we will assume that you want us to continue looking and therefore some of your repairs will continue to be postponed.
- e. If you need help to provide us with written confirmation, please contact your local neighbourhood office or housing office.

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8. CLEANLINESS IN THE HOME

You, your friends and relatives and any other person living in or visiting the property (including children) **must**:

- 8.1 Take reasonable steps to keep the property free from rats, mice and other pests.
- 8.2 Keep the property clean and free from rubbish. If you don't, we will charge you for any work we need to do because of this, such as removing rubbish. If you do not pay, we may request a Money Judgement Order. This could affect your ability to obtain credit in the future.
- 8.3. Keep the property free from bad smells.
- 8.4 Keep all shared areas free from obstructions.
- 8.5 Contact your housing office or call centre immediately if the drains of the property become blocked.
- 8.6 Dispose of household rubbish in the appropriate way, for example using the refuse chute in multi-storey flats, placing rubbish in communal refuse bins, or leaving it outside your home on the correct day for the refuse collectors.

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

- 8.7 Leave any personal belongings or rubbish in shared stairways, halls and landings. We will remove anything you leave in these areas and charge you for the work.
- 8.8 Dump rubbish or fly tip.
- 8.9 Dispose of engine or other oils into the main drainage system.

Notes

- a. You must tell the Environmental Services Department (Pest Control) or your neighbourhood or housing office immediately if your home becomes infested with rats, They will also give advice and guidance on other pests,
- b. If we move items, we will not be responsible for any loss you may suffer.
- e. Bad smells do not include cooking smells.
- f. We will clear blocked drains as soon as possible. If you have caused the blockage by not using the drains properly, for example, by pouring fat or grease down the sink or toilet or flushing inappropriate sanitary items or nappies down the toilet, we will charge you a reasonable cost for the work.
- g. We can give you advice on where to put your weekly refuse and how to dispose of bulky items.

9. HEALTH AND SAFETY

For your own health and safety you, your friends and relatives and any other person living in or visiting the property (including children) **must not**:

- 9.1 Use portable oil (except oil filled radiators), paraffin or gas cylinder heaters in a flat.
- 9.2 Store inflammable materials, furniture or gas in the property, garage, or the garden.
- 9.3 Store or repair any vehicles which are powered by petrol, diesel or paraffin in your dwelling or shared areas.
- 9.4 Store any appliances which are powered by petrol, diesel or paraffin in the property, except lawn mowers and garden strimmers.
- 9.5 Interfere with any equipment which is there for health and safety purposes, for example, for detecting or putting out fires in the property, door entry systems and closed circuit television.
- 9.6 Damage or overload lifts.
- 9.7 Do anything in the property which could cause a danger to anyone in the property or in the local area.
- 9.8 Throw anything through the windows of the property or from balconies.
- 9.9 Leave used syringes in areas where people in the local area may come into contact with them. Syringes must be disposed of safely.
- 9.10 Let anyone you don't know into the shared areas, for example, in multi-storey blocks where there are external locked doors.
- 9.11 Place anything on a window ledge or balcony which could be a danger to anyone living in the property or in the local area.
- 9.12 Shake mats or carpets from the windows or balconies.
- 9.13 Feed wild pigeons, squirrels, foxes, or any other wild animal considered to represent a potential health risk outside the property or on balconies.
- 9.14 Obstruct corridors, paths or stairs with rubbish, materials or old furniture or equipment.
- 9.15 Park vehicles in areas set aside for emergency vehicles.
- 9.16 Delay telling your local housing team about any damage to the property.

Notes

- a. The maximum number of people who can live in the property is shown on your tenancy agreement,
- b. If you wish to use a portable oil (except oil filled radiators), paraffin or gas cylinder heater in any other type of property, you must obtain our written permission first. Our written permission will not be unreasonably withheld.
- c. We advise you to fit a smoke alarm in the property and to check it regularly and replace the batteries when necessary.
- d. If you have a powered mobility vehicle, for example, a wheelchair which you wish to store in a communal area, please contact your local housing team to discuss a safe location to leave it.
- e. We have a Home Safety' team willing to give advice on any problems related to health and safety.
 - This may include storing large quantities of inflammable material such as paper.
 - Please contact the Community Drug Team for further advice on the safe disposal of syringes and medical waste.
 - Always make sure you know who callers are before you let them into your home.

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10. ANIMALS

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

- 10.1 Keep any animal which has been classified as dangerous under the Dangerous Wild Animals Act 1976.
- 10.2 Keep any dog if living in a flat or maisonette that does not have private and direct access to a garden area that is for your specific use only. (For example, a person living in house, ground and first floor maisonette or ground floor flat with its own attached garden may keep a dog but otherwise the Council will not give permission.)
- 10.3 Keep livestock at the property.
- 10.4 Keep any animal which we feel is unsuitable. The local housing team will advise you on whether an animal is unsuitable.
- 10.5 Where permitted, allow your pets to cause a nuisance, for example, fouling communal areas and making excessive noise such as barking.
- 10.6 Keep more than a reasonable number of pets. The Council will determine a reasonable number based on each application.
- 10.7 Breed any animals or birds at the property causing a nuisance to neighbours and a risk to health.
- 10.8 Allow any animal you keep at the property to cause a nuisance to anyone in the local area, including Council employees. Animals must be kept under proper control at all times.

You, your friends and relatives and any other person living in or visiting the property (including children) **MUST**:

- 10.9 In a dwelling where dogs are normally permitted you must still get our written permission if you wish to keep more than two dogs.
- 10.10 Be responsible for providing and the future maintenance of any fencing specifically required to control your animal.

Notes

- a. If you keep dogs classed as dangerous by the Dangerous Dog Act 1991, you must comply with the Act (you are reminded that all dogs covered by the Act are required, by law, to be tagged with the owner's name and address).
- b. When considering what is reasonable and suitable, the Council will have regard to (amongst other things):

- the type and size of your pets
 - the type and size of your home
 - the number of people living in your home
 - access to the road and open space.
- c. If you live in a house, you can keep pigeons/birds in a pigeon loft or aviary. You must get our written permission to do so and we may consult your neighbours for their consent. We may withdraw our permission if the pigeons/birds cause a nuisance.
- d. We will ask you to remove any animals that you do not have our permission to keep through these Conditions of Tenancy or any animal which is unsuitable or causes a nuisance. If you do not agree with our decision you may appeal through our complaints procedure.
- e. If you do not remove any animal that you do not have our permission to keep, or any animal which is unsuitable or causes nuisance, we will take court action to remove it and we may take action to repossess your home. We will charge you a reasonable cost for doing this.
- f. If you are evicted, the local authority may not be automatically obliged to rehouse you. This may also affect your ability to be rehoused by another registered social landlord.

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11. GARDENS

- 11.1 You must keep all garden areas for which you are responsible neat and tidy.
- 11.2 If plants or trees do cause a nuisance, you must prune or remove them as necessary.
- 11.3 You must not build a garage in your garden without getting our written permission.
- 11.4 You must not put a greenhouse or shed in a shared garden, a greenhouse or shed over 2 metres square in a private garden or more than one greenhouse or shed in a private garden without getting our written permission first.
- 11.5 You must not remove, alter, replace or plant any boundary hedge or fence at the property without getting our written permission first.
- 11.6 You must not plant large, fast growing shrubs or trees in a place which might cause a nuisance to neighbours, or damage property.
- 11.7 You must not store rubbish, indoor furniture, household appliances, inflammable materials or gas in the garden area. If you do, we may remove the items and charge you a reasonable cost for doing this.
- 11.8 You must not pour hazardous substances, including oil and chemicals, down ordinary drains.

Notes

- a. If you fail to keep your garden tidy and free from rubbish, we may carry out any necessary work and charge you a reasonable cost for doing this.
- b. You may still need to get planning permission and meet building regulations. We reserve the right to ask you to remove any garage, shed, greenhouse or outhouse that causes a nuisance.
- c. You may be recharged for work that the Housing Department must carry out if a boundary fence or hedge is removed and not replaced to a satisfactory standard.
- d. We may ask you to remove any fencing or boundary structure you have erected if, in our opinion, it is dangerous or it causes a nuisance. If you do not remove it, we may do so and charge you a reasonable cost,
- e. If you do not pay, we may request a Money Judgement Order which could affect your ability to obtain credit in the future.

12. VEHICLES

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

- 12.1 Park any vehicle anywhere on the property unless the property has a garage, parking space or a drive with a dropped kerb.
- 12.2 Build a parking space, garage or drive without our written permission.
- 12.3 Park any motor home, caravan, boat, trailer or business vehicle which weighs more than 1000 kilograms at the property.
- 12.4 Receive payment for repairing any vehicle at the property. If we suspect that you are being paid for repairing a vehicle, we may ask you to prove that you own the vehicle.
- 12.5 Cause nuisance to neighbours or damage to pathways, drives and so on through leakages or spillages, for example oil spillage when repairing your vehicle.
- 12.6 Park any vehicle, motor home, trailer, caravan or boat which is illegal, is not roadworthy, or is in disrepair on any land belonging to us. If you do, we may remove the vehicle. You will be charged a reasonable cost for its removal.
- 12.7 Park any vehicle on a grassed area.
- 12.8 Park any vehicle in an area not designated for parking, for example on the paved or tarmacked area outside a multi-storey block of flats.
- 12.9 Park any vehicle on a designated area set aside for emergency vehicles, or park in any area which would block access for emergency vehicles or refuse collection vehicles.
- 12.10 Store or repair motorbikes inside your property or in the shared areas.
- 12.11 Sell, rent or give away a parking space which we provide for you.
- 12.12 Double park vehicles or park in a way which causes obstructions to pedestrians or other road users, including the emergency services' vehicles.
- 12.13 Allow anyone, other than your family, visitors and friends, to park at the property.

Notes

- a. Written permission must be obtained from the Housing Department and the Transportation Department for a dropped kerb. The Transportation Department or their approved contractor may undertake the work, but you will be charged the cost of the work, reduced rates are available for disabled tenants.
- b. If we give our permission to build a parking space, garage, or drive, it must be built to a standard design. We will withdraw our permission if the parking space, garage, dropped kerb or drive causes a nuisance.
- c. We will not be responsible for damage to your vehicle if we have to remove it.

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13. USING THE PROPERTY

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

- 13.1 Use the property other than as a private home.
- 13.2 When you move into your property you will be told the maximum number of people that can occupy it. If you invite other people to live with you and exceed this permitted number the Council may take action to repossess the property.
- 13.3 From time to time the Council will carry out audit checks to make sure that their dwellings are occupied by the original and lawful tenant and that the property has not changed hands or been sub let. You must co-operate with any such investigation and provide any information that the Council requests in establishing your right to occupation. If you refuse to co-operate or provide the information requested the Council will instigate action to repossess the property.

Notes

- a. You must not run a business from your home without our written permission. We will not refuse permission unreasonably unless we feel the business is likely to cause a nuisance to other people, or damage the property.
- b. You may need to obtain additional permission, including planning permission, and you may be liable for business rates. It is your responsibility to ensure relevant permissions are granted and you are registered to pay business rates.
- c. You must not run an organisation or action/campaign group from your home and use your address as a main contact point for that activity if it subsequently causes inconvenience to your neighbours and/or brings unwanted notoriety to your neighbourhood by the nature of its aims and objectives. You should check any such use with your local estate office before you proceed further.
- d. We will withdraw our permission if:
 - the relevant permissions are not granted
 - after permission is granted, the business causes a nuisance.
- e. We will not allow you to run the following businesses from your home:
 - car repair and maintenance • printing
 - any business where you would have to use hydraulic equipment, industrial sewing machines or controlled substances such as chemicals
 - shops or wholesale businesses where customers would have to visit the property
 - any business that would cause a nuisance by the parking of additional vehicles.
- f. The Council frequently find that keys to dwellings have been sold on and that accommodation has changed hands, no longer occupied by the original tenant. The Council run a tenancy audit that proposes to check at least 10% of all

of the Council's Homes each year. By doing this the Council can be sure that those who have properly applied and are the most needy receive offers of accommodation and that people do not push their way to the front of the queue for housing by abusing the system. It is in the interests of all legitimate tenants living in the Council's homes to cooperate with this audit and where occupiers refuse to confirm their occupation the Council will take action to repossess the dwelling.

- g. For further information and advice please contact your local neighbourhood or housing office.

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14. FURNITURE (FURNISHED ACCOMMODATION TENANCIES)

THIS SECTION APPLIES TO THOSE TENANTS LIVING IN FURNISHED ACCOMMODATION.

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

- 14.1 Sell, rent or give away any of our furniture. If you do, we will ask the court for permission to evict you. We will also ask the court for a Money Judgement Order for you to pay us compensation for the furniture.
- 14.2 Deliberately damage or vandalise our furniture.
- 14.3 Move out any of our furniture from the property without our written permission.

You and your friends and relatives and any other person living in or visiting the property (including children) **must**

- 14.4 You must let our employees and contractors enter the property at reasonable times to inspect the furniture, or carry out repairs.
- 14.5 You will be charged for the cost of repairing any damage to our furniture, however caused, fair wear and tear excepted, which you, or any other person living in or visiting the property, and your own or any other person's pets have caused.
- 14.6 If our furniture needs to be repaired and we are responsible for doing that repair, you must tell your local housing team immediately.
- 14.7 When you move out of the property you must leave our furniture in the property in a good state. We will inspect the furniture before you leave. We may charge you for broken and damaged items.

Notes

When you sign this tenancy agreement, you will be given a list of furniture provided.

- a. It is a criminal offence to sell, rent or give away our furniture. If you do this, we will tell the police and may charge you the cost of replacing the furniture,
- b. A Money Judgement Order may affect your ability to obtain credit in the future.
- c. We will inspect the furniture every 3 months,
- d. We recommend that you insure any furniture, including furniture that we rent to you.

15. ENDING YOUR TENANCY

When you move out of the property, you **must**:

- 15.1 Give us four weeks notice in writing that you want to leave the property.
- 15.2 Give us all the keys to the property on or before the tenancy end date. This includes all keys to your home, keys to communal areas and door entry fob keys. If you do not give us all the keys to the property we may charge for any rent lost as a result and the cost of replacing the keys and locks of the property.
- 15.3 Pay all rent and other charges up to the date of the end of your tenancy, including any arrears from previous tenancies.
- 15.4 Remove your furniture, furnishings, clothing and rubbish on, or before, the day your tenancy ends. If you do not, we may assume you have abandoned these items and may dispose of them without further reference to you. We will also charge you a reasonable cost for removal, storage or disposal, as appropriate.
- 15.5 Leave the property and garden in a clean and tidy state. If you do not, we may charge you a reasonable cost for cleaning up after you.
- 15.6 If you remove any improvements, fittings or fixtures you installed, you must put the property back to the way it was before you installed them. If you do not, we may charge you a reasonable cost for having to do this.
- 15.7 Allow us access to inspect your property during the Notice Period. This may include viewings with prospective tenants.
- 15.8 Make sure all fittings and fixtures you have installed and which you are leaving in the property are in good working order.
- 15.9 Leave all our furniture in the property in a reasonable condition.
- 15.10 Allow our employees and contractors to enter the property at reasonable times to inspect it.
- 15.11 Give us your new address.

Notes

- a. If a sole tenant dies, four weeks notice is not required. We may allow an extra week to enable the property to be cleared. Any outstanding debts should be paid from a deceased tenant's estate. In these circumstances, further advice is available from your local housing team.
- b. If you leave your home without telling us, we may, depending on the circumstances, consider the property as 'abandoned' and take steps to end your tenancy and regain possession of the property. You may not be entitled to another property with us,

- c. We may charge you the reasonable cost of all repairs for which you are responsible and repairs that are needed because you abandoned the property.
- d. We may take steps to evict anyone else who you have left at the property. We may charge you a reasonable cost for doing this.
- e. We will take reasonable steps to contact you regarding items left at the property.
- f. If you are a joint tenant the whole tenancy will end if you or another joint tenant ends the tenancy. We will then decide whether to create a new tenancy for the tenant who is left, or offer them another property, You may not have an automatic right to continue living in the property if a joint tenant has brought the tenancy to an end.
- g. You should tell us if you will be away from your home for more than four weeks,
- h. If we need to do additional work because of damage caused by tiles, cladding, wallpaper, ortex, and so on being removed, we may charge you a reasonable cost for doing this.
- h. If you do not pay any rent or any other charges owing to us when you end the tenancy, we may go to court and ask for a Money Judgement Order to recover the debt. This may affect your ability to obtain credit in the future. It may also affect your ability to obtain accommodation with us or another social landlord in the future.
- j. If you move and have substantially improved your home, you may be entitled to some compensation. Please speak to your local housing team for further information.

16. WRITTEN PERMISSION AND IMPROVEMENTS

You must get our written permission before you:

- 16.1 Carry out ANY alterations to the property beyond standard decoration.
- 16.2 Build a garage in the garden.
- 16.3 Put a greenhouse, shed or outbuilding (over six square feet) in a private garden.
- 16.4 Put more than one greenhouse, shed or outbuilding in a private garden.
- 16.5 Put a greenhouse, shed or outbuilding in a shared garden.
- 16.6 Fit any security gates, doors or window shutters.
- 16.7 Fit a CB aerial, telephone dish, satellite dish or receiving antennae other than a conventional television aerial. You will also require relevant planning permission.
- 16.8 Run a business from home - see page 36.
- 16.9 Use a portable oil, paraffin or gas cylinder heater.
- 16.10 Build a parking space or drive.
- 16.11 Remove, alter, replace or plant any boundary walls, hedges or fences.
- 16.12 Sub-let any part of the property.
- 16.13 Exchange or transfer your home.
- 16.14 Remove our furniture from the property.
- 16.15 Build a pigeon loft or aviary.
- 16.16 Keep more than two dogs.
- 16.17 To apply for our written permission, please write to your local housing team. (See list of addresses of local offices at appendix A)

Notes

- a. Even if we give our written permission, you must still get planning permission if required and meet building regulations. We will withdraw our permission if the relevant planning and other permissions are refused, and we may withdraw our permission if a nuisance is caused.
- b. Our written permission will not be unreasonably withheld or delayed.
- c. We will only give permission for security gates, doors or window shutters which meet approved health and safety standards.
- d. If you carry out internal improvements after the Council have given you permission you must either leave the improvement/s in place if you vacate the dwelling or carry out a full reinstatement of the original equipment or matching failing which you will be charged the full re-instatement costs.

17. WRITTEN NOTICES

17.1 We will serve all notices, for example a Notice of Seeking Possession and Notice to Quit, at your last known address.

17.2 We will assume you have received all letters and notices on the second day after posting if we posted them first class, on the next day if we delivered them by hand through your letterbox and on the same day if they are handed to you personally on the doorstep.

17.3 You must serve all notices relating to your tenancy at your local housing office, except notices of court action. Notices of court action must be sent to the Director of Housing.

Notes

- a. We will consider your last known address to be the property this agreement is for unless you tell us you have moved,
- b. Your local housing office can advise you of the address of the Director of Housing,

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YOUR TENANCY AGREEMENT

This Tenancy Agreement is between Barking and Dagenham Council

and.....

.....

..... the tenant(s).

The address of the property rented in this Agreement is:

.....

	Names of all Joint Tenants	National Insurance Number	Date of Birth	Ethnic Origin (see below)
1				
2				
3				
4				

To indicate ethnic origin, please select one of the following for each tenant:

- | | | | |
|-------------------------------------|-------------------------------------|---------------------|------------------------------|
| A. White -
United Kingdom | D. Black -
Afro Caribbean | G. Indian | J. Bangladeshi |
| B. White – Irish | E. Black – African | H. Pakistani | K. Chinese |
| C. White – Other | F. Black – Other | I. Kashmiri | L. Vietnamese |
| | | | M. Other Ethnic Group |

Details of the people who will be living with you (excluding tenant)

Name	National Insurance Number	Date of Birth	Relationship

The maximum number of people who can live in your home is:

Number and types of pets:

FOR OFFICE USE ONLY

Rent:

Insurance:

Heating:

Concierge:

Furnishing:

Garages:

Other:

Total Charges:

Type of Property:

Total rent/charges outstanding from previous tenancies:

Agreement to pay:

per week:

Number of sets of keys given:

Number of keys fobs given:

INCOME DETAILS

Please provide income details of all tenants

Name	Source of Income (for example Retirement Pension, employment, Income Support)	Employer's Name, Address and Telephone Number (if applicable)
Proof of income is attached	Yes: No:	
Proof of income is attached	Yes: No:	
Proof of income is attached	Yes: No:	
Proof of income is attached	Yes: No:	

This information is needed to help us manage your tenancy, which may include following up your housing benefit or other social security claims on your behalf.

If you are making a claim for Housing Benefit, you must provide proof of income within the next 7 days.

FOR OFFICE USE ONLY: DATE OF INCOME DETAILS PROVIDED:

This weekly tenancy starts from:

It is a secure tenancy:

CONTACT DETAILS

Telephone number at new address if known:

Please give details of who to contact in an emergency

Name	Address	Telephone Number

I/We have read and understand these Tenancy Conditions.

I/We confirm that the details given on my application form and in this Agreement are correct.

I/We agree to abide by the conditions set out in this Tenancy Agreement.

I/We confirm that I understand how an Introduction Tenancy affects me/us.

Tenant's Signature

Date

1.

2.

3.

4.

Housing Officer's Signature

Date

.....

Local housing team address:

.....

.....

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THE EXECUTIVE**2 DECEMBER 2003****REPORT OF THE DIRECTOR OF HOUSING & HEALTH**

CLIENT PLANNING TEAM	FOR DECISION	
<p><i>This report concerns the implementation of the Client Planning Team for Housing Capital Investment and Repairs. It recommends a contractual partnering arrangement that requires approval by the Executive.</i></p>		
<p><u>Summary</u></p>		
<p>This report describes the process of selecting a partner to provide high level advice and training within the client side construction planning team, together with other changes to develop the Best Value procurement, programme and project management activities of client side staff.</p>		
<p><u>Recommendation</u></p>		
<p>The Executive is asked to:</p>		
<ol style="list-style-type: none"> 1. Agree the appointment of MACE plc as client planning team advisor; and 2. Nominate a Member of the Council to join the Project Steering Board as described in section 4 of this report. 		
<p><u>Reason</u></p>		
<p>This Report develops upon the previous reports presented to and approved by the Executive outlining the implementation of an intelligent client team including the role of a consultant partner.</p>		
<p>Mace plc have been selected after a rigorous and transparent procurement exercise. The project board will ensure that the arrangement delivers agreed outputs and outcomes.</p>		
<p>Contact: Keith Harriss</p>	<p>Head of Construction and Procurement</p>	<p>Tel: 020 8227 5259 Fax: 020 8227 5630 Minicom: 020 8227 5755 E-mail: keith.harriss@lbbd.gov.uk</p>

1. Background

- 1.1 Present estimates suggest that there will be £115m and possibly a further £21m from revenue contribution of MRA and Capital Funding available to invest in the housing stock between now and 2010. The estimates also suggest that some £289 million is required to bring properties up to the Decent Homes standard, which in itself has limited aspirations. This standard does not encompass the council's wider corporate objectives for creating sustainable communities, which include ambitions

for wider repair and improvements desirable in many areas of the stock, and external environments. It is vital, therefore, that value is maximised through well-managed investment and procurement activity.

- 1.2 There is no reason why the knowledge, skills and systems of the council should not match the best in the construction industry. However, the traditional emphasis has tended towards the maximisation of annual spend and the acceptance of lowest price tenders. This has diverted attention away from long-term investment and value for money, and has resulted in a claims and dispute culture in the construction industry. Central Government is now encouraging long-term investment plans together with partnering and collaboration with suppliers. However this requires new client skills, techniques and systems such as risk and value management, whole life costing etc which are methods that have been developed in the private rather than the public sector. As a consequence the proposals contained in this report have been developed to bring this modern construction management expertise into the Council through external partnering.
- 1.3 The report to the Executive in March 2003 outlined a process for engaging a consultant who, in a partnering arrangement with the council would provide expert advice, systems and training. Using the Government sponsored Construction Client's Charter for Local Authorities as a framework for change, it is envisaged that over a period of between 3-5 years full charter status would be achieved. By this method, the Council would have a detailed action plan in place for delivering and measuring progress in the development of clienting skills, and in the delivery of integrated construction services to customers.
- 1.4 The development of professional client skills is regarded by the Government as crucial to the delivery of the Rethinking Construction agenda. The public/private partnering arrangement proposed is an innovative solution that is already regarded by some as a positive step towards improving the procurement and delivery of construction investment in the wider public sector.

2. The Selection Process

- 2.1 The report in March 2003, described the EU procurement process through which initial expressions of interest were evaluated for their technical ability to carry out this commission. The Executive approved the timetable and arrangements set out in the report, and nominated the Lead Member for Housing to take part in the tender evaluation process for the selection of a preferred partner.
- 2.2 Seven firms were short listed and invited to submit a tender. A mid-bid seminar was held during the tender period and at this stage two firms (Gardiner and Theobald, and Bailey Garner) decided to withdraw. They cited as reasons, other commitments that would prevent their proper resourcing of this commission. As a result, tenders were received from five firms: Davis, Langdon and Everest; Shaw Sprunt; Mace; Pinnacle and Schal International.
- 2.3 Each firm was invited to submit a written proposal in response to a Barking and Dagenham strategic brief, followed by an interview of the proposed team and then a presentation to staff. This process was assessed by the evaluation panel in accordance with an 80:20 Quality to price evaluation criteria.

2.4 As a result of this process the following scores were allocated:

Mace	48
Shaw Sprunt	42
DLE	34.5
Pinnacle	31
Schal	22

The panel considered that the three lowest firms did not meet the quality criteria and were therefore excluded from any further consideration. Detailed references were then taken on Mace and Shaw Sprunt.

2.5 The references for Mace revealed a high degree of user satisfaction, particularly from Hertfordshire County Council where they have been engaged in a similar capacity to provide asset management services. Lewisham Borough Council also provided a positive telephone reference for Mace. The London Borough of Camden gave a limited reference for Shaw Sprunt who were otherwise seen by them as a competent firm of Project Architects/ Surveyors, but not having sufficiently deep experience as strategic construction advisors. Therefore even though Mace submitted a higher annual tender sum than Shaw Sprunt, the selection panel agreed that Mace should be recommended as consultant advisor to the construction and procurement planning team.

2.6 The tender sums submitted by Mace and Shaw Sprunt are:

Mace	£374,120-00
Shaw Sprunt	£339,078-00

The tender submissions are notional figures based on the outline services schedule contained in the Clients strategic brief to which each bidder responded. This approach enabled the panel to ensure compatibility and consistency in the analysis of all bids. However further detailed discussions with Mace, council staff, and stakeholders need to be carried out before a drawing up detailed brief for the 3 – 5 year commission. The brief will accompanied with a fully detailed scope of works and resource plan be agreed with the incoming consultant to decide the final contract sum. A further report setting out contractual roles and responsibilities will be submitted for approval before finalising the full extent and commitment of this new arrangement.

2.7 However, the overall annual cost of the Planning Team will be contained within the budget that was presented to the Executive in February 2002. The management cost for the Planning Team was approved at 1.5% of the total capital budget allocation. The budget allocation for 2004/5 is £40.5m of which £607k (1.5%) is available to cover the cost of the Planning Team. The management fees for the consultants of £380k and the cost of in-house staff totalling £207k can be contained within the 1.5% approved. The management cost is approved at 12% of the total works undertaken. This needs to be looked at over the life-span of the project rather than on annual basis as the management cost is usually higher at the initial stage and will even out over the life of the project.

The resource components of the Management Team (both Planning and Delivery Team) are flexible and the proposed arrangement would be robust to accommodate those fluctuations in the overall budget allocation for the future.

3. Programme & Project Management

- 3.1 The Client Planning Team will be responsible for the future procurement, programme and project management of all repair, planned and improvement works. They will also play a vital role in the asset management of the stock in conjunction with the Housing Strategy team. As the report in March outlined, the team will consist, of directly employed council staff working in conjunction with the consultant partner.
- 3.2 The consultant partner will be expected to develop and implement programme and project management systems that integrate all construction activity on the housing stock. They will also help to develop the “Rethinking Construction” agenda through the application of risk and value management, and modern procurement techniques. These will include the developing partnering and collaboration with key suppliers; the implementation of deeper supply chain arrangements; the development of initiatives to involve local suppliers and businesses; and local training and employment programmes, wherever possible.
- 3.3 The bulk of the capital programme has, in recent years, concentrated delivery through the procurement method known as construction management. Whilst appropriate for the delivery of Shape-Up works, a wider range of procurement approaches, and in particular ones that will be more sensitive to the needs of customers throughout the construction process, will be necessary in the future. This will necessitate the development of LBB staff skills from those currently tailored for construction management towards those of programme management, project management and customer focus. The consultant partner will have a primary role in the training of staff to develop management skills and developing a project and performance management culture.
- 3.4 Extensive, detailed and regular consultations have taken place with staff over the past 10 months; and discussions have been held with Trade Union representatives. The consultations set out a clear structure for the new integrated client team in terms of strategic procurement, performance management and measurement, programme and project management.
- 3.5 Professional construction skills are scarce and responses to recruitment advertisements in the last twelve months have been poor. In this market, the Council must retain and increase the skills of its current workforce. Training is a central part of this commission and not an add-on to other activities. As an initial exercise the consultant will be asked to undertake a skills assessment against which a programme of skills transfer will be prepared.
- 3.6 The current structure needs to be reshaped to ensure that specific Project Management, Quality Management and Asset Data Management roles are identified. Essential training and development in these areas and, in particular, such techniques as Best Value Procurement, partnering skills and contracts will be provided through the proposed arrangement with Mace. The overall process will be demanding but changes to existing ways of working will lead to significant important

in performance and job satisfaction for staff; and to vastly improved and more productive relationships with contractors and other key suppliers of construction services. There will be no redundancies as a direct result of this change programme.

4. The Project Board

- 4.1 If approved, a contract will need to be concluded with the preferred partner. This contract is broadly based upon the project partnering contract PPC2000 and sets out clearly the risks and responsibility of both parties, along with key performance indicators to help ascertain the effectiveness of the arrangement. A shortened summary of the contract is being produced by the Council's legal advisors, Trowers and Hamlins, which will be available for distribution to Members. As part of the arrangement, a detailed commissioning brief will be prepared and a schedule of key services to be delivered will be agreed.
- 4.2 The framework of the arrangement will be based upon the Construction Clients' Charter, which sets out a structured 3-5 years process to achieve best practice client status. In order to monitor progress it is proposed that a small Project Board be established with an overseeing role for commission. Ideally, this would involve a member, senior management and staff and customers, who would meet on a quarterly basis to provide an overall review function on the performance of the new client partnering arrangements and its outcomes.
- 4.3 The role of the Project Board is crucial to the achievement of the aims of this proposal. The Council is effectively procuring services to implement new and better ways of working, and ensuring that its staff are fully trained and skilled. As an initial exercise, the consultant will be expected to undertake an assessment of existing processes and skills. From this, the programme of activities will be agreed against which achievement will be measured on both sides of the arrangement. In this, as with any partnering arrangement, roles and responsibilities require clear definition and will be monitored by the board.

Background Papers

- Report to Executive -The Client Planning Team 18.03.03 (Minute 357)
- Report to Executive - Client Team Report 26.11.02 (Minute 220)
- Report to Executive - Report of Director of Housing & Health 26.02.02 (Minute 378)
- Report to Executive - Housing Landlord Division 09.10.01 (Minute 173)

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