

You are requested to attend a meeting of the Tenant Services Management Board to be held in The Meeting Room, Kilkenny Court Extra Care Housing Scheme, Station Approach, Taunton on 19 June 2012 at 18:00.

Agenda

- 1 Apologies.
- 2 Minutes of the meeting of the Tenant Services Management Board held on 22 May 2012 (attached).
- 3 Public Question Time.
- 4 Declaration of Interests
To receive declarations of personal or prejudicial interests, in accordance with the Code of Conduct.
- 5 Grounds Maintenance and Grass Cutting. Verbal Update from Community and Commercial Manager.
Reporting Officer: Chris Hall
- 6 Halcon North Project Update. Verbal update from Housing Services Lead
Reporting Officer: Stephen Boland
- 7 Changes to Right to Buy Policy. Verbal update from Housing and Health Manager (attached).
Reporting Officer: James Barrahan
- 8 Housing Estates Team Anti-Social Behaviour Strategy 2012-2015. Report of the Housing Manager Lettings (attached).
Reporting Officer: Paul Hadley
- 9 Tenancy Termination Leaflet. Report of the Housing Manager Lettings (attached).
Reporting Officer: Paul Hadley

27 September 2012

Members of the public are welcome to attend the meeting and listen to the discussions.

There is time set aside at the beginning of most meetings to allow the public to ask questions.

Speaking under “Public Question Time” is limited to 4 minutes per person in an overall period of 15 minutes. The Committee Administrator will keep a close watch on the time and the Chairman will be responsible for ensuring the time permitted does not overrun. The speaker will be allowed to address the Committee once only and will not be allowed to participate further in any debate.

If a member of the public wishes to address the Committee on any matter appearing on the agenda, the Chairman will normally permit this to occur when that item is reached and before the Councillors or Tenant Services Management Board Members begin to debate the item.

This is more usual at meetings of the Council’s Planning Committee and details of the “rules” which apply at these meetings can be found in the leaflet “Having Your Say on Planning Applications”. A copy can be obtained free of charge from the Planning Reception Desk at The Deane House or by contacting the telephone number or e-mail address below.

If an item on the agenda is contentious, with a large number of people attending the meeting, a representative should be nominated to present the views of a group.

These arrangements do not apply to exempt (confidential) items on the agenda where any members of the press or public present will be asked to leave the Committee Room.

Full Council, Executive, Committees and Task and Finish Review agendas, reports and minutes are available on our website: www.tauntondeane.gov.uk



Lift access to the John Meikle Room and the other Committee Rooms on the first floor of The Deane House, is available from the main ground floor entrance. Toilet facilities, with wheelchair access, are also available off the landing directly outside the Committee Rooms.



An induction loop operates to enhance sound for anyone wearing a hearing aid or using a transmitter.

For further information about the meeting, please contact the Corporate Support Unit on 01823 356414 or email r.bryant@tauntondeane.gov.uk

If you would like an agenda, a report or the minutes of a meeting translated into another language or into Braille, large print, audio tape or CD, please telephone us on 01823 356356 or e-mail us at: enquiries@tauntondeane.gov.uk

Tenant Services Management Board Members:-

Mr D Etherington (Chairman)
Mr M Edwards (Vice-Chairman)
Councillor R Bowrah, BEM
Councillor S Brooks
Mrs J Bunn
Mrs E Drage
Mr D Galpin
Mr I Gould
Mrs J Hegarty
Mr K Hellier
Mr R Middleton

Minutes of the meeting of the Tenant Services Management Board held on Tuesday 22 May 2012 at 6pm in the John Meikle Room, The Deane House, Belvedere Road, Taunton.

Present: Councillor Bowrah, Councillor Brooks, Mrs Bunn, Mrs Drage, Mr Etherington, Mr Gaplin, Mr Gould, Mrs Hegarty, Mr Hellier and Mr Middleton

Officers: Stephen Boland (Housing Services Lead), Martin Price (Tenant Empowerment Manager), Phil Webb (Housing Property Services Manager), Norah Day (Housing Estate Manager), Wendy Sharland (Administrative Officer) and Emma Hill (Corporate Support Officer)

Others: Councillor Mrs Smith, Martin Aldred (Halcon North Tenants and Residents Assoc), Mark Gunda and Vickie Furrow (ALHCO representatives)

(The meeting commenced at 6.05pm)

1. Apologies

Clare Hooper and Mark Edwards

2. Minutes

The minutes of the meeting held on 20 February and the Annual General Meeting of the Tenant Services Management Board held on Monday 23 April 2012 were taken as read and signed.

3. Public Question Time

Questions and a statement were received in writing from Mr Martin Aldred, as Chairman of the Halcon North Tenants and Residents Association.

Mr Aldred asked the Board if it was going to be helping Taunton Deane Borough Council with the wording of the questionnaire to be sent to tenants within the area of the Halcon North Regeneration Project or could the wording be discussed at the next meeting of the Board?

The Board decided to create a sub-committee to discuss the wording of the questionnaire at a separate meeting. The sub-committee would consist of Mr Gaplin, Mr Middleton, Mrs Drage and Mr Etherington. The Housing Services Lead reported that he would contact all members of the sub-committee to arrange a meeting date.

Mr Aldred also asked whether all the tenants of Taunton Deane had received property survey letters or was it just tenants of Halcon North within the regeneration area?

The Housing Services Lead informed the Board that the project plan was taking shape and it was hoped to engage with the Halcon North Tenants to progress this plan. It was also noted that a report might be available for the next meeting of the Board.

The Housing Property Manager informed the Board that a stock condition survey was being carried out in the project zone, which would provide more accurate data of the condition of existing stock and would enable Taunton Deane to plan necessary works.

The survey would be for both external and internal works, refreshing knowledge and information about the properties and blending it with old information.

4. **Declaration of Interests**

The following members declared personal interests as a Council house tenants :-

- Mrs Bunn
- Mrs Drage
- Mr Etherington
- Mr Galpin
- Mr Gould
- Mrs Hegarty
- Mr Hellier
- Mr Middleton
- Cllr Brooks

Councillor Brooks declared a personal interest as a family member was living in the Halcon North area.

5. **ALHCO – Heating Repairs and Maintenance**

Representatives from ALHCO gave a verbal update following the company's first few weeks as the new heating repairs and maintenance contractor for Taunton Deane. ALHCO had become the new contractor after a six month procurement process. Representatives gave a brief update and summary of the services that ALHCO were providing to tenants for Taunton Deane.

Taunton Deane had set ALHCO strong KPI's (Key Performance Indicators), which ALHCO were monitoring carefully through a variety of mediums including customer satisfaction surveys.

ALHCO would have a 24 hour emergency telephone number (08455240248) available as well as a dedicated local office based at the Deane DLO depot (01823 356571).

ALHCO were also replacing existing Carbon Monoxide detectors for tenants as well as starting to install new detectors starting with vulnerable tenants.

Resolved that representatives from ALHCO be invited to return at the end of the first quarter with an update of the figures and progress report.

6. **Role of the Tenant Services Management Board**

The Tenant Empowerment Manager gave a PowerPoint presentation on the role and responsibilities of the board.

The Role of Board Members included:-

- Representing the tenants of Taunton Deane Borough Council to raise the standards of Housing Service:
- Working with officers of the Council to agree acceptable and realistic standards of service in the Borough; and

- Scrutinising how well the Housing Service was doing.

Responsibilities of a Board Member were set out as follows:-

- To act in the best interests of all Taunton Deane Borough Council tenants;
- Members were elected to represent the tenants of Taunton Deane as a whole, not individual tenants or groups of tenants;
- To contribute fully to meetings by preparing for meetings in advance, reading all relevant papers and attending training sessions and other events;
- To participate in decision making and abide by the decisions made by the Board, even it was not the individual's personal point of view;
- To work as part of team;
- Willingness to ask questions in order to fully understand the topic before making a decision;
- The ability to look at the bigger picture, the service as a whole, when making a decision;
- The confidence to express views as part of a group discussion; and
- To respect the confidentiality of information.

This presentation also included a summary and examples of the work the Board had completed, explained the availability of training for Board members and stated that Board meetings would be held on a monthly basis.

7. Terms of Reference and Code of Conduct of the Tenant Services Management Board

The Tenant Empowerment Manager informed members of the Board that there were no changes to the Code of Conduct but there had been some changes to the Terms of Reference details of which were reported. All members were asked to read through the terms and sign one copy, then return it to the Tenant Empowerment Manager.

8. Election of Chair of the Tenant Services Management Board

Mrs E Drage nominated Mr D Etherington for Chair, which was seconded by Mrs J Hegarty.

Resolved that Mr D Etherington be appointed Chair of the Tenant Services Management Board.

9. Election of Vice Chair of the Tenant Services Management Board

Mrs J Hegarty nominated Mr M Edwards for Vice-Chairperson, which was seconded by Mrs E Drage.

Resolved that; (1) Mr M Edwards be appointed Vice-Chair of the Tenant Services Management Board.

(2) In the absence of Mr M Edwards, Mrs J Hegarty acting Vice-Chair.

10. Tenants' and Leaseholders' Open Day Feedback

The Tenant Empowerment Manager reported back from the Tenants' and Leaseholders' Open Day' held on 23 April 2012 at the Somerset County Cricket Ground. Reported that 123 tenants/leaseholders had attended the Open Day and that they had received 38 responses to the questionnaires.

At the Open Day event there were 20 stalls available to Tenants and Leaseholders from a wide variety of sources. During the event a questionnaire was circulated seeking the views of tenants and leaseholders. The results of this questionnaire were presented to the Board.

Councillor Brooks congratulated officers on the success of this year Tenants' and Leaseholders' Open Day.

Resolved that a larger DLO stall be provided at the next Tenants' and Leaseholders' Open Day to enable staff to be present to deal with the volume of enquiries from Tenants and Leaseholders.

11. Production of Housing Revenue Account Business Plan 2012 – 2042

The Tenant Empowerment Manager reported on the production of Housing Revenue Account Business Plan 2012 – 2042. It was reported that a 'Tenants Friendly Version' of the Business Plan would be issued in the July version of the newsletter going out to all Tenants and Leaseholders.

The Tenant Empowerment Manager also reported that a joint event between Taunton Deane Borough Council, the Tenants Service Management Board and the Tenants' Forum would be arranged to further discuss the Business Plan.

12. Tenant Participation Advisory Service (TPAS) Annual Conference

The Tenant Empowerment Manager informed the Board of the date for the next TPAS conference held between 16 and 18 July 2012 at the Hilton Metropole in Birmingham. There have been three places booked for the TPAS conference.

Councillor Bowrah said that last years conference was professional and well run with eight representatives in attendance. Councillor Bowrah also mentioned that it was a good opportunity to make contact with a wide variety of people from different backgrounds.

Resolved that Councillor Bowrah, Mr Gould and Mr Edwards be nominated to attend the TPAS conference

(The meeting ended at 7.42pm)

Taunton Deane Borough Council

Tenant Services Management Board – 19th June 2012

Changes to Right to Buy Policy

Joint Report of the Housing and Health Manager and Financial Services Manager

(This matter is the responsibility of Executive Councillor Adkins)

1. Executive Summary

This report summarises recent changes introduced by Government concerning the Right to Buy provisions and considers the impact on TDBC. In particular it considers the introduction of a 1 for 1 replacement policy and the implications for future retention of our Right to Buy receipts. Finally the report considers the decision regarding TDBC signing an agreement with Government on one for one replacement that will shape our approach and resources for new affordable housing in future years.

2. Background

The Right to Buy scheme was introduced in 1980 and gives qualifying social tenants the right to buy their home at a discount. The scheme is open to secure tenants of local authorities and non-charitable housing associations, and to those assured tenants of housing associations who have transferred with their homes from a local authority as part of a housing stock transfer.

In *Laying the Foundations: A Housing Strategy for England*, the Government announced its intention to increase the caps on Right to Buy discounts to enable more tenants to achieve their ambition for home ownership. It also set out the Government's commitment to ensure that the receipts on every additional home sold under the Right to Buy are used to fund its replacement, on a one for one basis, with a new home for Affordable Rent.

3. Key Changes to existing policy.

NB The following text is adapted from DCLG documentation.

Policy	Current Policy	From 2 April 2012																										
Discount Rates, Cap and Eligibility	<p>Current discount rates are:</p> <ul style="list-style-type: none"> For houses: 35% of the property's value plus 1% for each year beyond the qualifying period up to a maximum of 60%; For flats: 50% plus 2% for each year beyond the qualifying period up to a maximum of 70%. <p>Tenants must have been public sector tenants for 5 years before they qualify for the Right to Buy</p> <p>In practice, most Right to Buy discounts are limited by caps. These currently range from £16,000 in most parts of London and are currently £30,000 in the South West.</p>	<p>The discount cap has been increased to £75,000 across England, giving tenants a much greater incentive to purchase their own home.</p> <p>Discount rates will not change and tenants will still need to have been public sector tenants for 5 years.</p> <table border="1"> <thead> <tr> <th rowspan="2">Years renting from council</th> <th colspan="2">Discount</th> </tr> <tr> <th>House</th> <th>Flat</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>35%</td> <td>50%</td> </tr> <tr> <td>10</td> <td>40%</td> <td>60%</td> </tr> <tr> <td>15</td> <td>45%</td> <td>70%</td> </tr> <tr> <td>20</td> <td>50%</td> <td>70%</td> </tr> <tr> <td>25</td> <td>55%</td> <td>70%</td> </tr> <tr> <td>30</td> <td>60%</td> <td>70%</td> </tr> <tr> <td>Over 30</td> <td>60%</td> <td>70%</td> </tr> </tbody> </table>	Years renting from council	Discount		House	Flat	5	35%	50%	10	40%	60%	15	45%	70%	20	50%	70%	25	55%	70%	30	60%	70%	Over 30	60%	70%
Years renting from council	Discount																											
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Over 30	60%	70%																										
Use of Right to Buy Receipts	<p>Subject to the deductions mentioned below, 75% of the receipts are paid to HM Treasury ("the poolable amount") and the remaining 25% are retained by local authorities.</p>	<p>After calculating transaction costs and compensating authorities for loss of income above what has been covered in the self-financing settlement, HM Treasury and local authorities will receive the amounts they would have expected to receive, had the policy on Right to Buy remained unchanged.</p>																										
Administration Costs	<p>For the purposes of calculating the poolable amount, local authorities may deduct the actual transaction costs of successful sales from Right to Buy receipts, but there is no allowance for costs relating to Right to Buy applications which do not result in a sale.</p>	<p>Flat rate allowances for London and the rest of England have been set with a 50% uplift for withdrawn applications. Allowances will be fixed at £2,850 for London and £1,300 for the rest of England.</p>																										
Buy Back	<p>Councils may Buy Back former council properties and claim around 50% of the costs from their total Right to Buy receipts.</p>	<p>We will retain the Buy Back facility, allowing councils to claim up to 50% of the value of each property bought-up to a total of 6.5% of the value of net Right to Buy receipts</p>																										

		(after administration costs, debt and assumed income). 6.5% is around the average level of Right to Buy receipts retained by local authorities for Buy Back over the last three years.
Cost Floor	Section 131 of the Housing Act 1985 (the cost floor) limits the Right to Buy discount to ensure that the purchase price of the property does not fall below what has been spent on building, buying, repairing or maintaining it over a certain period of time (relevant expenditure).	The period of time the cost floor covers has been increased from 10 to 15 years for new homes subject to Right to Buy, bringing rules for councils into line with those for Housing Associations and protecting initial investment in the housing. In addition the option for councils to apply for an exemption from pooling receipts for new homes built in future will be retained.

4. Tenant Awareness and Likely Demand.

The Council has a legal duty to make tenants aware of these changes to the Right to Buy provisions. DCLG have provided a range of materials to be adapted for this purpose. Arrangements will be made to write to all tenants regarding this, along with publicity in our tenant's newsletter in July and information will be published on our website.

However due to the national publicity there have already been a number of enquiries from tenants about the new arrangements, suggesting a significant increase in sales. From the 1st April to 25th May we have already received 22 RtB applications, against 25 in all of the last financial year. Our experience reflects similar reports from many other authorities throughout the country. It is of course impossible to predict the potential likely increase in numbers of Right to Buys completed at this stage. Although the increased discount is a significant incentive, the current financial climate continues to make home ownership a challenge.

Increases in numbers of Right to Buys will have an impact on administration and conveyancing, so we will have to continue to monitor capacity in housing and legal services. The addition of an uplift in deductible allowances for withdrawn applications is welcome as a number of these may arise particularly in the early days of the new policy.

5. One for One Replacement

The following are extracts from DCLG documents to best explain the new system:-

“On 2 April 2012 Ministers raised the cap on Right to Buy discounts to £75,000, and confirmed that receipts from the additional sales this would generate would be used to fund replacement stock on a one-for-one basis. At the same time Ministers confirmed that their favoured option of delivering these new homes would be through local authorities retaining receipts to spend in their areas.

In order for your authority to keep these additional receipts it will be necessary for it to enter into an agreement with the Secretary of State for Communities and Local Government.

In short the Secretary of State agrees to

- i. allow your authority to retain additional Right to Buy receipts to fund the provision of replacement stock, and
- ii. allow your authority three years (from commencement of the agreement) to invest those receipts before asking for the money to be returned.

It is worth emphasising that the agreement does not require a local authority to complete the building of any home within three years. All that is required is that the local authority should have incurred expenditure sufficient that Right to Buy receipts form no more than 30% of it.

In return your authority agrees

- i. that Right to Buy receipts will not make up more than 30% of total spend on replacement stock, and
- ii. to return any unused receipts to the Secretary of State with interest.

It will be entirely the decision of your authority whether to enter into such agreements and entirely its decision as to how much of the surplus receipt it retains.

Should your authority not wish to enter into an agreement then any surplus receipts arising in your area will be surrendered to the Secretary of the State and passed to the Homes and Communities Agency (or, in London, the Greater London Authority) for them to invest in replacement stock.

As set out above, the only condition in the agreement will be that the retained Right to Buy receipts must not constitute more than 30% of the total amount invested in replacement stock (which could mean newly built council homes, newly acquired council homes (i.e. existing homes bought on the open market) or social housing provided through local authority grants to housing associations).

The 30% cap is necessary to ensure that we get maximum value for money from the Right to Buy receipts and enable the building of as many new homes as possible (indeed, more than one-for-one if that is feasible). Your authority (or the housing association you are grant funding) will be expected to fund the remaining 70% from its own reserves or through borrowing serviced by the anticipated rental income from the new homes built. To maximise borrowing it may be necessary to charge an Affordable Rent (i.e. up to 80% of market rent), but, in the case of new council homes, that is a decision for your authority.

We have considered historic data, which confirms that 30% is realistic and achievable.

Where retained receipts exceed 30%, then your authority will agree to return the additional receipt (i.e. the receipt above 30%) to the Secretary of State with interest.

Taking into account advice from the Homes and Communities Agency, we consider that three years is sufficient time to develop proposals and invest in replacement / new stock. (As set out above, the agreement will not require a local authority to complete the building of any home within three years. All that is required is that the local authority should have incurred expenditure sufficient that Right to Buy receipts form no more than 30% of it.)

Each financial quarter your authority will report to the Department the cumulative sum it has *retained* for replacement stock and the cumulative amount it has *spent* on replacement stock.

There will be no requirement to return receipts in your first three years of the agreement, but in Quarter 1 of 2015/16 your authority will have to compare

- the total amount spent on replacement stock from the start of the agreement to the end of that quarter, with
- the total amount it has retained from Right to Buy receipts in Quarter 1 of 2012/13 (i.e. receipts it has had two years to spend).

Where the latter is 30% or less than the former then no further action is necessary.

In Quarter 2 of 2015/16 the comparison will be between the total spent on replacement stock since the agreement began with the total it retained on Quarters 1 and 2 in 2012/13. And so forth for each subsequent quarter.

Some common questions:-

How can you replace the additional homes sold on one-for-one basis? Surely, the remaining receipt won't be large enough to cover the cost of a new home?

Drawing on evidence from 2011-2015 Affordable Homes Programme – for which most agreements have now been signed – we are clear that it should be possible to fund new homes let at Affordable Rent levels, with no more than 30% of the cost of the new homes needing to come from the Right to Buy receipt. As in the Affordable Homes Programme, the remainder of the cost will come from borrowing against the net rental income stream from the new property, and cross-subsidy from the landlord's own resources.

So, for instance, for a new home costing £140,000 to build, the Right to Buy receipt would contribute up to £42,000. The Right to Buy receipt would not need to cover the full cost of the new home, just as Government grant only provides a minority of the funding for Affordable Rent in the Affordable Homes Programme.

The only way in which the funding for Right to Buy replacement differs from the main 'Affordable Rent' model is that cross-subsidy from converting re-lets of existing social rented homes to Affordable Rent will not be permitted. The 30% maximum contribution takes this into account (in the Affordable Homes Programme, Government grant only contributes around 20% of the cost of the new homes).

In our area, the remaining receipt will not be sufficient to fund one-for-one replacement. Must a council commit to delivering one-for-one replacement, to be allowed to retain the remaining receipt?

No. As we set out in our consultation paper, our aim is to deliver one-for-one replacement nationally. We recognise that the remaining receipt will not be large enough to fund one-for-one replacement in some areas, and we are not requiring councils to do so. If a council wishes to retain the remaining receipt, all it must do is spend that receipt on new affordable rented homes, making sure that no more than 30% of the cost of the new homes comes from the Right to Buy receipt. It can provide the new homes itself, or contract with another social housing provider.”

A worked example of how this will work is attached at appendix 3.

6. Application in Taunton Deane

Details regarding financial modelling undertaken is included below. Historically Right to Buy receipts have been used to fund our Housing Enabling Programme and have primarily been targeted to schemes in conjunction with Registered Housing Providers. The recent introduction in the new HRA 30 year business plan of a Social Housing Development fund provides a second option for the provision of new units retained within the HRA. In practice if we are minded to accept an agreement with Government for one for one replacement, we will need both of these avenues to allow a suitable level of investment to be made to offset the 30% restriction. The additional investment now available for affordable housing in the HRA improves our ability to meet the 30% requirement.

7. The Agreement.

A copy of the agreement is attached at Appendix 1.

We do not have to sign up to an agreement now, this can be done at a later date but if we do not sign by the deadline of 27th June we will not be able to retain any receipts for the first quarter of this financial year.

Other important issues to note on qualifying spend to put towards the 70% requirement:

- Any contribution from a partner housing association cannot include any Homes and Communities Agency grant.

- The Council cannot use receipts from non RtB receipts for example selling surplus to requirements property, as we already receive a dispensation from Government to allow us to keep these receipts if we spend them on affordable housing.

- We can spend receipts on acquisition of property but we must decide if we would utilise the existing provision of Buy Back Allowance which allows us to claim up to 50% of the value of each property bought-up to a total of 6.5% of the value of net Right to Buy receipts (after administration costs, debt and assumed income), or if we do not claim Buy Back Allowance and

instead count such spend as part of our 70%. In practice we would have to decide which route would be more financially favourable to us.

If we enter into the agreement we can then opt out at a later stage, The effect of termination would mean that we could, from that point, no longer retain any receipts but would still have the three years from the start of the agreement to invest the receipts we had already retained (or have to return them).

8. Finance Comments

The change in policy gives the opportunity for more of the Right to Buy receipts to be kept and used for new affordable housing. The receipts can be retained by Taunton Deane Borough Council or passed to a Registered Social Landlord, but must only account for 30% of total spend (ie the remaining 70% must come from other funding). Any receipts not matched with the additional funding within 3 years must be repaid to the Secretary of State along with interest at an intentionally high rate. This can be avoided by not retaining the payment and paying it to the Secretary of State immediately.

The capital receipts that would have been expected under the previous system would still be retainable and do not have the restrictions imposed on the Retained Receipts.

Retaining the additional receipts in Taunton Deane would allow additional investment in new affordable housing or repurchasing former council owned houses, increasing stock held and providing additional rental income over the life of the asset. The average net income per property over the next 5 years is expected to be approximately £3,000 per year.

Retaining Right to Buy receipts gives good opportunity to fund grants to Registered Social Landlords since it is possible that the full funding of the grant can come from Right to Buy Receipts. This relies on the Registered Social Landlord matching the 30% funded from Right to Buy receipts with a further 70%, which cannot come from HCA funding and so would need to come from their own funds or borrowings. However Taunton Deane would remain liable to repay any Right to Buy receipts not matched by the Registered Social Landlord within 3 years and would also need to pay interest dating back to the capital receipt and so agreements would need to be in place with the Landlords to minimise this risk.

The following table shows the level of sales needed before Retained Receipts become available, and before either repayment of receipts is needed, or the Council increases investment above the current Business Plan. For the purposes of this modelling we have used both the Social Housing Development Fund and Grants to RSLs.

A diagram to illustrate the new arrangements versus the old is contained at Appendix 4.

2012/13 - 2014/15		
	Number of sales	
	3 Year period	Per year (average)
Level at which Retained Receipts start accumulating (ie after payments to government and Taunton Deane in lieu of previous pooling arrangements)	27	9
Level at which some Retained Receipts would need be returned to the Secretary of State (based on current target budgets and with an assumption that all grants to RSLs are matched with 70% of their own funding)	96	32

Note: this is using an average receipt of £54,000 (based on average market value of sales in 2011/12)

The numbers and value of properties which are bought through Right to Buy are not easily predicted which would make including the receipts into medium or long term planning difficult since the spend would need to be matched by the further 70% within 3 years. Monitoring of both the capital receipts and expected and actual spend on new affordable housing would need to take place to ensure that any capital receipts that are retained are matched against spend within the 3 year timeframe given. Failure to match the receipt with actual spend within 3 years will result in repayment of the capital receipts (which may have already been used) plus interest. Monitoring would need to be ongoing to ensure that any potential repayments of Right to Buy receipts are made as soon as possible to limit the amount of interest payable.

Given the high level of interest already received in Right to Buys under the new arrangement, the current budgeted spend may not be enough to retain all capital receipts. This enforces the need for thorough monitoring to make sure that receipts are not held when the additional spend is either not available or not attainable due to other restrictions.

Conclusion

With careful management this could give opportunity for additional investment in affordable housing in Taunton Deane, and could potentially be used in conjunction with Registered Social Landlords if Taunton Deane is unable to fund the 70% from its own resources or from additional borrowing.

Repayment of borrowings of up to £3k per property pa is affordable (based on average net income), with headroom for borrowing currently at approximately £15m.

9. Legal Comments

The agreements will be made under powers provided by section 11(6) of the Local Government Act 2003 (as inserted by section 174 of the Localism Act 2011).

10. Links to Corporate Aims

Resource arising from RtB receipts will be directed at the Council's priority of Affordable Housing.

11. Environmental Implications

New homes built with the proceeds of RtB sales will generally be built to a high energy efficiency standard.

12. Community Safety Implications - No direct implications.

13. Equalities Impact .

No detrimental impact on protected groups identified. Full EIA is at Appendix 2.

14. Risk Management

The financial risks associated with the recommendation of this report are considered in the body of the report.

15. Partnership Implications

Delivery of Affordable Housing will inevitably rely on significant levels of partnership working in particular with other housing organisations. Indeed if there is support for signing up to the agreement with Government, financial input from RSL's will be required to maximise the affordable spend locally and therefore give the Council the best possible chance of retaining all RtB receipts. The new affordable housing partnership will be key to securing this ongoing support.

16. Recommendation

1. Tenant Services Management Board is asked to comment on the report.

Contact: Officer Name James Barrah
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[e-mail](#) address j.barrah@tauntondeane.gov.uk

Officer Name Paul Fitzgerald
Direct Dial No 01823 358680
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Agreement – Section 11(6) of the Local Government Act 2003

This agreement is made pursuant to section 11(6) of the Local Government Act 2003.

Parties

The Secretary of State for Communities and Local Government (“the Secretary of State”) and

..... (“the Authority”).

This agreement comprises 10 pages

General

1. In this agreement :

“the due date”, “quarter” and “the relevant quarter” have the same meaning as in the Regulations;

“receipts” means the receipts to which Schedule 1 to the Regulations applies;

“retained amount” means the amount calculated in Part 1;

“the Regulations” mean the Local Authority (Capital Finance and Accounting) (England) Regulations 2003;

“social housing” means low cost rental accommodation as defined by section 68(1)(a) of the Housing and Regeneration Act 2008;

“the sub-liability” means the sub-liability calculated under Schedule 1 to the Regulations;

the terms “A”, “E”, “F”, “G”, “J” and “K” used in this agreement have the same meaning as in Schedule 1 to the Regulations.

2. This agreement applies to receipts received on or after 1st April 2012 (“the commencement date”).

3. The Authority is not required to pay to the Secretary of State such portion of the sub-liability calculated in accordance with Part 1 of this agreement provided the Authority complies with the conditions set out in this agreement.
4. The Authority must use the retained amounts for the provision of social housing. Any amounts not used for this purpose must be paid to the Secretary of State and interest will be payable calculated in accordance with paragraph vi of Part 1.
5. The Authority must provide the information set out in Parts 1 and 4 of this agreement to the Secretary of State at the times and in any format the Secretary of State may request.
6. This agreement may be terminated by the Secretary of State by giving notice of one quarter.
7. This agreement may be amended by agreement.

Part 1 - Calculation of the portion of the sub-liability that the Authority may retain.

- i. Where in any quarter –

A is more than $(3.39847729 \times G) + E + F + J$

the Authority may retain an amount (“the retained amount”) up to–

K less $(2.398347729 \times G)$.

- ii. The Authority must inform the Secretary of State of the following by the due date of the relevant quarter-
 - (a) the value of K less $(2.398347729 \times G)$;
 - (b) the retained amount; and
 - (c) any amount not retained by the Authority.

- iii. Where the Authority has informed the Secretary of State (under paragraph ii(c)) that an amount will not be retained, the Authority must pay that amount to the Secretary of State by the due date of the relevant quarter.
- iv. Where the Authority has informed the Secretary of State that an amount will not be retained and fails to pay that amount on the due date of the relevant quarter, interest is payable and incurred from the due date until the Authority pays that amount to the Secretary of State.
- v. Where the Authority does not inform the Secretary of State of the amount it will not retain by the due date of the relevant quarter, it will be assumed that the retained amount for that quarter is the full amount the Authority may retain and where an amount is not retained and is paid to the Secretary of State, interest will be payable and incurred from the due date until the date the Authority pays that amount to the Secretary of State.
- vi. The Authority may pay any part of the retained amount to the Secretary of State and where it does so, interest is payable and incurred from the due date of the relevant quarter in which the retained amount was retained by the Authority until the date it is paid to the Secretary of State.

Part 2– Return of retained amounts

- i. This Part applies where 13 quarters have expired since the commencement date.
- ii. In this Part :
 - “the reckonable quarter” means the quarter 12 quarters prior to the relevant quarter;
 - “quarter 1” means the quarter in which the commencement date falls;
 - A is the total of the retained amounts for all quarters from quarter 1 to the reckonable quarter;

“the total amount spent on the provision of social housing” is the amount spent on the provision of social housing from quarter 1 to the last day of the relevant quarter;

R is the total of the returnable amounts calculated under paragraph iv of this Part and amounts paid to the Secretary of State under paragraph vi of Part 1 for all the quarters from quarter 1 to the reckonable quarter.

- iii. The total retained amount is calculated as follows –

$$A - R.$$

- iv. Where on the last day of the relevant quarter, the total retained amount exceeds 30% of the total amount spent on the provision of social housing, the Authority must pay to the Secretary of State the portion of the total retained amount in excess of 30% of the total amount spent on the provision of social housing (“the returnable amount”).
- v. Where the Authority must pay a returnable amount to the Secretary of State under paragraph iv of this Part, interest is payable, calculated and incurred from the due date of the reckonable quarter until the date the returnable amount is paid to the Secretary of State.

Part 3 - Calculation of interest

Where interest is payable under this agreement, it will be calculated at a rate of 4% above the base rate on a day to day basis compounded with three-monthly rests and “base rate” has the same meaning as in the Regulations.

Part 4 - Provision of information

On the due date of each relevant quarter the Authority must provide to the Secretary of State the details of the number of starts on site since the commencement date.

“Start on site” means the earlier of commencement of the following by the Authority or other body to which the Authority has paid all or part of the retained amount for the purpose of providing social housing:

- (a) excavation for strip or trench foundations or for pad footings;
- (b) digging out and preparation of ground for raft foundations;
- (c) vibrofloatation, piling, boring for piles or pile driving; or
- (d) drainage work specific to the buildings forming part of the scheme.

Part 5 – The amount spent on the provision of social housing

- i. The amount spent on the provision of social housing shall not include any expenditure which has been used or which the authority intends to use to-
 - (a) reduce a capital receipt under regulation 15(1)(c) of the Regulations (capital allowance); or
 - (b) buy back a relevant interest defined in paragraph 3(1)(b) of the Schedule to the Regulations and claim buy back allowance in respect of that expenditure under paragraph 3 of the Schedule to the Regulations.
- ii. The amount spent on the provision of social housing shall not include any expenditure on dwellings which are social housing at the time of the expenditure.
- iii. The amount spent on the provision of social housing is the amount spent by the Authority or by a body to which the Authority has paid some or all of the retained amounts (such body must not be a body in which the Authority holds a controlling interest) on the development

costs associated with the provision of social housing for the benefit of the Authority's area.

- iv. Where the Authority has paid all or some of the retained amounts to a body for the purpose of contributing towards the cost of providing social housing, the Authority must ensure that only retained amounts provided by the Authority have been used by such body for the provision of social housing for the benefit of the Authority.
- v. Social housing is provided for the benefit of the Authority where it is situated in the area of the Authority or the Authority has nomination rights in respect of the social housing.
- vi. The amount spent on social housing includes the following:
 - (a) the development costs associated with the acquisition of dwellings to be used as social housing;
 - (b) the development costs associated with the acquisition of land for the construction of dwellings to be used as social housing;
 - (c) the development costs of the construction of dwellings to be used as social housing.
- vii. In this Part "development costs" means the costs set out in Part 6.

Part 6 – Development costs

Development costs means the costs relating to the development of social housing in respect to the heads of expenditure set out below.

Heads of expenditure

1 *Acquisition*

1.1 *Purchase price of land/site.*

1.2 *Stamp Duty Land Tax on the purchase price of land/site.*

2 *Works*

- 2.1 *Main works contract costs (excluding any costs defined as on costs).*
- 2.2 *Major site development works (where applicable). These include piling, soil stabilisation, road/sewer construction, major demolition.*
- 2.3 *statutory agreements, associated bonds and party wall agreements (including all fees and charges directly attributable to such works) where applicable.*
- 2.4 *Additional costs associated with complying with archaeological works and party wall agreement awards (including all fees, charges and claims attributable to such works) where applicable.*
- 2.5 *Irrecoverable VAT on the above (where applicable).*

3 **On costs**

- 3.1 *Legal fees and disbursements.*
- 3.2 *Net gains/losses via interest charges on development period loans.*
- 3.3 *Building society or other valuation and administration fees.*
- 3.4 *Fees for building control and planning permission.*
- 3.5 *Fees and charges associated with compliance with European Community directives, and any requirements relating to energy rating of dwellings, Eco-Homes certification and Housing Quality Indicators.*
- 3.6 *In-house or external consultants' fees, disbursements and expenses (where the development contract is a design and build contract) (see note 1 below).*
- 3.7 *Insurance premiums including building warranty and defects/liability insurance (except contract insurance included in works costs).*
- 3.8 *Contract performance bond premiums.*
- 3.9 *Borrowing administration charges (including associated legal and valuation fees).*

- 3.10 *An appropriate proportion of the development and administration costs of the Authority or the body in receipt of funding from the Authority.*
- 3.11 *Irrecoverable VAT on the above.*

Note 1

Where the development contract is a design and build contract, the on-costs are deemed to include the builder's design fee element of the contract sum. The amount included by the builder for design fees should be deducted from the works cost element referred to above, as should other non-works costs that may be submitted by the builder such as fees for building and planning permission, building warranty, defects liability insurance, contract performance bond and energy rating of dwellings.

Note 2

Some items will not qualify as development costs unless the Authority can clearly demonstrate that such costs are properly chargeable to the social housing, i.e. for the sole use of the residents or to comply with any statutory obligations that may have been imposed.

Examples of these are as follows:

- works to any roads which do not exclusively serve the social housing;*
- landscaping to areas of land which lie outside the boundaries of the land on which the social housing is situated;*
- district heating systems;*
- trunk sewers and sewage disposal works;*
- special refuse treatment buildings;*
- public conveniences;*
- community halls, club rooms, recreation rooms.*

Note 3

Subject to the above, where any cost incurred or to be incurred by the Authority or a body in receipt of funding from the Authority is common both to the development of the social housing and to any other activity, asset or property of the Authority or a body in receipt of funding from the Authority, only such part of that cost as is attributable to the development of the social housing may be treated as a cost in respect of which the retained amount may be paid.

Signed on behalf of the Authority by

(insert name and position in capitals)

..... (add signature and date)

Signed on behalf of the Secretary of State by Graham Duncan – Deputy Director – Affordable Housing Regulation and Investment

.....(add signature and date)

Equality Impact Assessment – pro-forma

Appendix 2

Responsible person	James Barrah	Job Title - Housing and Health Manager
Why are you completing the Equality Impact Assessment? (Please mark as appropriate)	Proposed new policy or service	Yes
	Change to Policy or Service	Yes
	Budget/Financial decision – MTFP	Yes
	Part of timetable	
What are you completing the Equality Impact Assessment on (which policy, service, MTFP proposal)	Proposal to sign up to new agreement with Government to allow TDBC to retain greater net receipts from Right to Buy sales of Council Houses.	
Section One – Scope of the assessment		
What are the main purposes/aims of the policy?	<i>Greater incentives (financial discounts) have been introduced by Government from 1/4/12 that will inevitably encourage higher levels of RtB's. The opportunity exists for TDBC to retain a greater proportion of the net receipts in future to spend on new Affordable Housing.</i>	
Which protected groups are targeted by the policy?	<i>Consideration given to all protected groups in terms of the impact of this report.</i>	
What evidence has been used in the assessment - data, engagement undertaken – please list each source that has been used The information can be found on....	<i>Inevitably the Right to Buy provision has been more accessible in the past to the more financially secure tenants, even with increased discounts now available the same principle will apply. Promotional material provided by DCLG is being used to communicate the changes to TDBC tenants. We will make sure this is accessible to all our tenants in the usual way. In particular we will scrutinise this material to ensure it strikes the right balance between promoting the new opportunity for home ownership arising from the increased discounts and adequate warnings on the financial risk and responsibility that goes with buying and maintaining your own home.No specific data sources used or available in this circumstance.</i>	
Section two – Conclusion drawn about the impact of service/policy/function/change on different groups highlighting negative impact, unequal outcomes or missed opportunities for promoting equality		
No negative impact on any protected group.		

I have concluded that there is/should be:	
No major change - no adverse equality impact identified	Yes
Adjust the policy	
Continue with the policy	
Stop and remove the policy	
Reasons and documentation to support conclusions: see above	
Section four – Implementation – timescale for implementation	
Agreement to be signed and returned to Government by end of June, impact will then form part of ongoing consideration for TDBC finance and affordable housing programme.	
Section Five – Sign off	
Responsible officer: James Barraah Date: 31/5/12	Management Team Date
Section six – Publication and monitoring	
Published on: June 2012	
Next review date. N/A	Date logged on Covalent

AGENDA ITEM 7

APPENDIX 3

CHANGES TO RIGHT TO BUY POLICY

	2012/13				2013/14				2014/15				2015/16			
	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	Q15	Q16
Receipts	100	100	100	100	100	100	0	0	0	0	0	0	0	0	0	0
Cumulative Receipts	100	200	300	400	500	600	600	600	600	600	600	600	600	600	600	600
Spend	0	0	50	100	100	50	50	40	40	40	30	30	30	30	30	30
Cumulative Spend	0	0	50	150	250	300	350	390	430	470	500	530	560	590	620	620
Total of all retained amounts from Q1 to the reckonable quarter													100	200	277	
30% of total amount spent on provision of social housing													168	177	186	
Returnable Amount (R)													0	23	91	

Adjusted to take account of money surrendered in the previous quarter

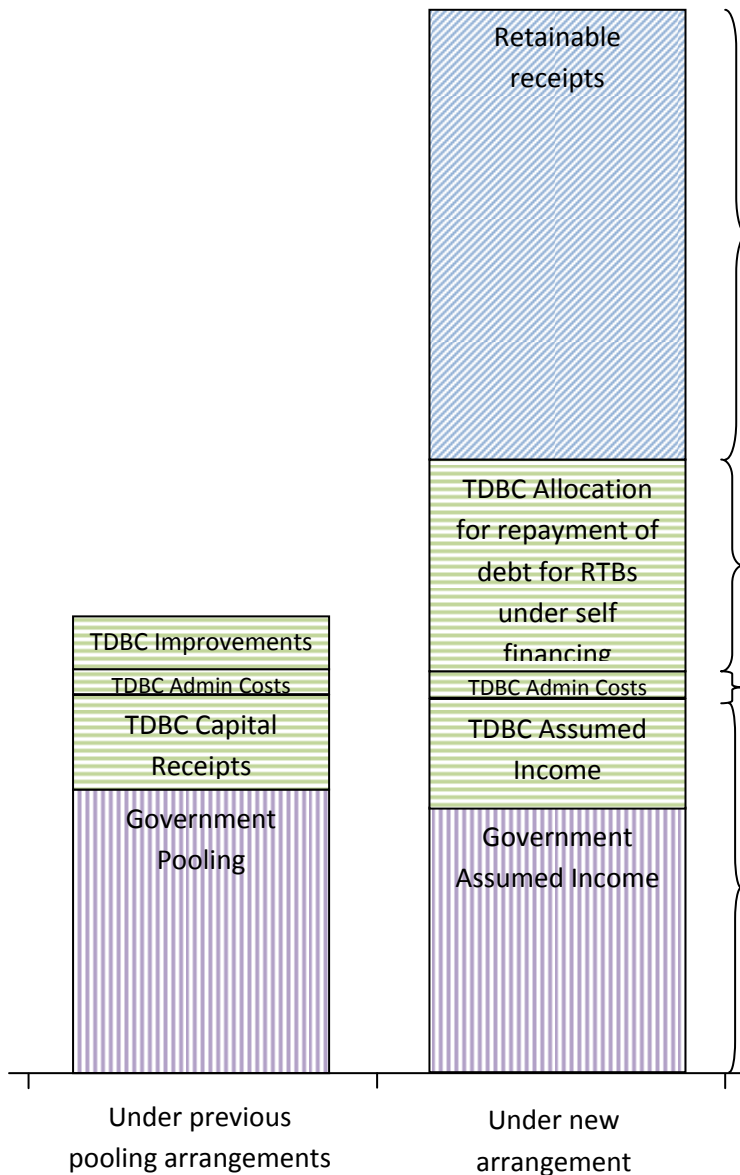
Total of all retained amounts from Q1 to the reckonable quarter
30% of total amount spent on provision of social housing
Returnable Amount (R)

Receipts in Q1 are less than 30% of total spend up to the end of Q13, therefore nothing to surrender to central Govt

Receipts in Q1 and Q2 are more than 30% of total spend up to the end of Q14, therefore £23k (ie the difference) must be surrendered to central Govt and receipts received in Q2 will be reduced by £23k

AGENDA ITEM 7 Right to Buy
Capital Receipt Allocations

Appendix 4






New retainable receipts for replacement homes. This part may be retained by TDBC providing that it accounts for no more than 30% of spend on new affordable housing. A maximum of 6.5% can contribute 50% of repurchasing former council homes. Alternatively it can be returned to the Secretary of State.

Deductions can be kept for the amount of debt taken on for the houses sold under Right to Buy (those over and above the number in self financing). The debt does not need to be repaid immediately

Admin costs are now at a set amount per sale instead of actual costs. Improvement costs over the last 3 years are no longer deductible.

Taunton Deane will retain the capital receipts they would have received based on the number of RTBs under self financing. Assumption for the amounts that would have been pooled under the previous arrangement have been made by government and are still payable.

Key

-  Taunton Deane
-  Payable to Government
-  Retainable Receipts

Taunton Deane Borough Council

Tenant Services Management Board – 19th June 2012

Housing Estates Team Anti Social Behaviour Strategy 2012-2015

Report of Housing Manager – Lettings – Paul Hadley

(This matter is the responsibility of Executive Councillor Jean Adkins)

1.0 Executive Summary

This report has been produced to propose the new Anti Social Behaviour Strategy for Taunton Deane Borough Council Housing Services.

It outlines the strategic overview that tenants in council housing can expect from Housing Services in relation to Anti Social Behaviour.

It provides details of the specific elements of the service.

It will show what the Housing Services vision is in relation to Anti Social Behaviour and reflects the recent introduction of the Respect Charter.

The Strategy is a living document it is for three years and will be reviewed on an annual basis to reflect changes in legislation, and the yearly objectives. It also will link into the new and revised housing service Policies that have recently been written and agreed.

2.0 Background

Tackling anti-social behaviour is a priority for our elected members and tenant representatives. This strategy is key to the effective management of our housing stock at Taunton Deane Borough Council. The housing service has two estate officers who focus on dealing with Anti-Social Behaviour. Their roles are to resolve Anti-Social Behaviour on the council's housing estates. They work closely with our partner agencies and other housing providers within Taunton Deane to resolve and prevent Anti Social Behaviour in our housing stock

Housing services are responsible for ensuring tenants comply with their tenancy agreement and do not behave in an anti-social manner within our communities. The service house's some of the most vulnerable and disadvantaged in our society and we must show support to them.

This strategy has been developed in line with the Anti-Social Behaviour Act 2003 & The Crime & Disorder Act 1998 (as amended), which defines anti-social behaviour as:

“Acting in an anti-social manner that caused or was likely to cause harassment, alarm or distress to one or more persons not of the same household as the perpetrator”.

3.0 Anti-social Behaviour Strategy

The aim of this strategy is to provide:

- Demonstrate leadership and a strategic commitment to deal effectively with reports of Anti Social Behaviour.
- Providing an accessible and accountable service for all tenants.
- Taking swift action to protect tenants and communities from Anti Social Behaviour.
- Adopt a supportive approach to working with victims of and witnesses to Anti Social Behaviour.
- Encourage individual and community responsibility from our tenants. To support the development of sustainable communities.

Have a clear focus on prevention and early intervention to Anti Social Behaviour.

- Ensure staff in the service takes an effective value for money approach.

A copy of the Anti-social Behaviour Strategy is attached at Appendix 1.

4.0 Legal Comments

There are no legal Issues arising from this report.

5.0 Links to Corporate aims

The delivery of good anti social behaviour services can contribute positively to the following council aims: Tackling Deprivation and Sustainable Community Development; Regeneration; and Affordable Housing and Climate change

6.0 Environmental and Community Safety Implications

All of the anti social behaviour cases/investigations received by the Housing Estates Team can have environmental or community safety implications, all cases are managed by completion of a risk assessment.

7.0 Equalities Impact

A Equalities Impact Assessment has been completed and is attached at Appendix 2.

8.0 Risk Management

Risk assessments will be completed for any significant operational changes that are implemented from a review of operational processes.

9.0 Partnership Implications

The strategy will improve working relationships and information exchange with partners.

10.0 Recommendation

It is recommend that the Tenant Services Management Board approve this report and the attached strategy:

Contact:	Officer Name	Paul Hadley – Housing Manager - Lettings
	Direct Dial No	01823 356334
	e-mail address	p.hadley@tauntondeane.gov.uk

Taunton Deane Borough Council Housing Services Anti –social Behaviour
Strategy 2012-2015

1.0 Introduction

About Taunton Deane Borough Council

Taunton Deane Borough Council (TDBC) manages and provides housing services for over 6,000 tenants. The district was formed on 1st April 1974, and covers approx 179 square miles with a population of 109,400.

This document outlines the Anti-Social Behaviour (ASB) Strategy that will be delivered by Taunton Deane Borough Council Housing Services over the next 3 years 2012-15 within a local, county and national context.

This strategy has been developed in line with the Anti-Social Behaviour Act 2003 & The Crime & Disorder Act 1998 (as amended), which defines anti-social behaviour as:

“Acting in an anti-social manner that caused or was likely to cause harassment, alarm or distress to one or more persons not of the same household as the perpetrator”.

In Housing Services we recognise that by providing a strong housing management service a real difference can be made to the quality of lives of our tenants. We want people to feel safe and confident in their homes and in their communities.

The Housing Service aims to ensure that tenants and leaseholders live peacefully within their own homes and communities. We recognise that failure to tackle anti-social behaviour effectively could substantially blight the quality of life for those people living with anti-social behaviour or noise nuisance, and can also damage our ability to develop sustainable communities.

2.0 Housing Service Vision

Our vision for the ASB service is:

“We are a service committed to preventing anti-social behaviour, and where it does occur, we will work in partnership to tackle it effectively and robustly, recognising that failure to do so can have a devastating effect on our communities”.

The aim of this strategy is to provide:

- Demonstrate leadership and a strategic commitment to deal effectively with reports of Anti Social Behaviour.
- Providing an accessible and accountable service for all tenants.
- Taking swift action to protect tenants and communities from Anti Social Behaviour.
- Adopt a supportive approach to working with victims of and witnesses to Anti Social Behaviour.
- Encourage individual and community responsibility from our tenants. To support the development of sustainable communities.
- Have a clear focus on prevention and early intervention to Anti Social Behaviour.
- Ensure staff in the service takes an effective value for money approach.

Tackling anti-social behaviour is a priority for our elected members and tenant representatives. This strategy is key to the effective management of our housing stock at TDBC. The housing service has two Estate officers who specialise in dealing with Anti-Social Behaviour. Their roles are to resolve Anti-Social Behaviour on the council's housing estates. They work closely with our partner agencies and other housing providers within Taunton Deane to resolve and prevent Anti Social Behaviour in our housing stock.

3.0 The Respect Housing Charter – The National Perspective

In order to demonstrate our commitment to the wider community and that we will do everything that is reasonably possible to tackle anti-social behaviour and deliver a high quality service, we have signed up to the Housing **RESPECT** Charter.

We will deliver our vision and the **RESPECT** charter through our housing management role and broader involvement with communities and partners.

We recognise that failure to effectively tackle anti-social behaviour could:

- Substantially affect the lives of those individuals who are living with nuisance or anti-social behaviour
- Impact on the local environment and culture of an area, which in turn could damage our ability to develop sustainable communities.

The [Respect Charter](#) aims to be outcome-focused and not prescriptive or process-driven. Its purpose is to improve ASB services, and consists of seven core commitments:

1. Demonstrating leadership and strategic commitment
2. Providing an accessible and accountable service
3. Taking swift action to protect communities
4. Adopting a supportive approach to working with victims and witnesses
5. Encouraging individual and community responsibility
6. Having a clear focus on prevention and early intervention
7. Ensuring a value for money approach is embedded in the service

The [Respect Charter](#) has identified the above core responsibilities, which will form the basis of our key objectives.

Demonstrating leadership and strategic commitment

Our values, aims and objectives are reinforced by our approach to ASB and this approach is subject to ongoing ratification, assessment and review by both our tenants and us. Tackling ASB is a core strategic and operational business activity and we will ensure that we commit sufficient capacity and resources to tackle ASB effectively.

We provide relevant training, capacity building and support across all levels of the organisation (including staff, tenants, the governing body and relevant partners) that supports the delivery of a targeted action/service improvement plan for ASB.

We clearly communicate to all tenants that ASB will not be tolerated. Our staff and contractors are supported to identify and report incidents where they have been subject to or have observed ASB.

We proactively engage with relevant partners to support a joined-up approach to tackling the root causes of ASB and promoting positive behaviours.

Objectives 2012/2013

- Continue to develop links with our partner agencies
- Develop service level agreements where appropriate with partner agencies

Providing an accessible and accountable service

We provide information, which sets out what the service is how, it is delivered and how it can be tailored to meet local needs. All information about our services can be made available in a variety of formats, and translated into relevant community languages on request. There is a range of ways for our tenants can report anti-social behaviour including telephone, letter, in person and email.

We take seriously all complaints about the services we provide. This is demonstrated in our overall approach to handling complaints, which are regularly monitored against targets and contribute to the process of continual learning.

We complete satisfaction questionnaires with people who report anti-social behaviour. The feedback received is used to improve our anti-social behaviour service.

We will publicise what our partners and we have done to tackle ASB in our communities - both our prevention and enforcement activities. Our approach balances the need to protect communities and build confidence that ASB will not be tolerated.

Objectives 2012/2013

- Forge links with all agencies that serve the community
- Develop how we communicate with partners and tenants
- Publicise and promote work undertaken by the Housing Officers

Taking swift action to protect communities

Housing Officers are aware of the range of tools and powers available to them and know how to use them appropriately in accordance with our policies and procedures.

We apply consistent and robust processes for managing ASB cases. The actions that we take to tackle ASB are carefully considered and are proportionate to the effects of the behaviour on individuals, communities and the environment.

We have a positive approach to gathering evidence and utilise a variety of sources to support action to tackle ASB.

We have strong working relationships with partner agencies that investigate and tackle ASB.

We act swiftly when a party fails to engage with support provision and their behaviour does not improve.

We seek to conclude cases appropriately, in a timely manner and, where possible, in consultation with the complainant.

Objectives 2012/2013

- To ensure that all appropriate and available steps are utilized before enforcement action is considered.
- To ensure all available solutions and remedies are explored with partner agencies.

- To publicise good practice and success to encourage more tenant participation.

Adopting a supportive approach to working with victims and witnesses

Our management of ASB cases demonstrates a clear focus on protecting people from harm and on supporting victims and witnesses.

Where possible we will consider measures to identify and respond, to both the risk to and vulnerability of victims and witnesses.

Housing officers are aware of and know how to access the support that is available to assess the needs of victims and witnesses on a case-by-case basis, particularly where victims and witnesses are vulnerable.

We agree pre court action plans with complainants, update them regularly on the progress of their case and inform them directly of all key developments.

Where possible we will ensure that individuals attending court are supported and we will liaise with the courts where necessary to minimise any risks or distress to individuals attending court.

Objectives 2012/2013

- Improve current support for witness's pre and post court
- Develop an out of hours reporting line for victims
- Work with partner agencies to develop a witness support service
- Develop a witness support network with partners
- Encourage multiagency approach to support victims and witnesses

Encouraging individual and community responsibility

We will work with tenants, tenant groups and partner agencies to promote tolerance, balancing individual rights with their impact on others and the community using both legal and non-legal options.

We will encourage and facilitate community involvement among tenants including how they can support each other to help them and us tackle anti social behaviour. Where appropriate and safe we encourage and support tenants to resolve minor neighbour nuisance issues amicably between themselves.

We will strive to effectively meet our tenants expectations of our anti social behaviour service.

Objectives 2012/2013

- Identify barriers to the reporting anti social behaviour then develop strategies and tactics to encourage individuals and communities to report anti social behaviour.
- Develop tenant involvement with the anti social behaviour service.

Having a clear focus on prevention and early intervention

We will develop policies that contribute to the prevention of anti social behaviour, nuisance and promote neighbourhood sustainability. Our tenancy agreement sets out clearly what is meant by anti social behaviour and the standard of behaviour expected from our tenants.

We proactively work with our partners to address the causes of anti social behaviour and reduce the opportunities for it. (E.g. street drinking, loud music)

We use a range of early interventions to prevent anti social behaviour from escalating. (ABC's, parenting orders, noise abatement notices)

Objectives 2012/2013

- Work with partner agencies to address local concerns and threats
- Good estate management – swift response to graffiti and refuse clearance
- Having clear policies and service standards that set out we can do and what is expected from our tenants.

Ensuring a value for money approach is embedded in the service

Housing officers understand the value for money ethos and they are encouraged to identify value for money opportunities. It is used in our performance management and reporting framework.

We understand the cost of the anti social behaviour service and how we are delivering the service. Costs, performance and satisfaction are benchmarked against comparative organisations. To ensure that our tenants are provided with a cost efficient and effective service.

Through tenant scrutiny arrangements, tenants, officers, and members are provided with appropriate information on costs, performance and satisfaction.

Objectives 2012/2013

- Continue to benchmark our services against comparable organisations to ensure a good service is provided at an appropriate cost.
- Provide effective financial reporting supported by statistical data.

Ambitions for 2013/2015

This strategy also sets out what our service ambitions beyond 2013; the following are initiatives or projects that will be developed to be in place between 2013 – 2015. These initiatives will require work by officers to develop these service improvements and will be reviewed with our tenants and elected members before being introduced.

- Continue to monitor service delivery

- Develop tenants and residents groups understanding of the anti social behaviour service
- Improve communications with tenants, partners, and staff in relation to anti social behaviour reporting including the development of a media protocol to ensure reporting of good work.
- Ensure successful outcomes to complaints

4.0 Partnership working

Partnership working is essential for us to prevent and resolve anti social behaviour effectively. TDBC recognise that this multi agency approach is fundamental to providing a service to our tenants that is dedicated to tackling anti social behaviour and its causes.

Our Partners include:

- Police
- Environmental Health
- Health Services
- Children and Young People's Department
- Youth Offending Service
- Crime and Disorder Reduction Partnership
- Support Services
- Mental Health Services

(This list is not exhaustive.)

As part of our commitment to Partnership working TDBC attends and contributes to the Anti-Social Behaviour Strategy Group, Anti Social Behaviour Steering Group Crime both of which are multi-agency forums aimed at strategically planning and allocating the appropriate resources to resolve anti-social behaviour within Somerset.

With our Partner Agencies we are signed up to an information sharing protocol, which enables us to share appropriate and relevant information with each other in line with the Data Protection Act 1998 and the Crime and Disorder Act 1998.

5.0 Summary

Taunton Deane has a proven track record of working in partnership to tackle and reduce anti-social behaviour, however we must not become complacent. The national and local agendas around anti-social behaviour will continue to evolve. This strategy allows for development of working practices, both traditional and innovative to meet the needs of our service users.

In conclusion, through this strategy we will ensure that we all remain focused

on our ultimate aims, which are to improve quality of life and to make Taunton Deane a safer place and a place of choice for our tenants.

Taunton Deane Borough Council Housing Services

Appendix 1
Anti-social Behaviour Strategy
Dated 11th June 2012

Anti Social Behaviour
April 2012 Action plan

Objective	Action	TDBC Person Responsible	Completion Dates	Key Activities	Progress
Demonstrating leadership and strategic commitment	Further Develop links with partner agencies	Paul Hadley	April 2013	Information Sharing event to be arranged for partner agencies to share information on housing and ASB.	Format of the day discussed and identify appropriate people to attend.
	Establish a tenants working group to focus on ASB services	Paul Hadley	April 2013	TSMB identify 2 areas each year for scrutiny. Then a forum group is instigated to scrutinise the relevant area and report back to TSMB.	Completed

Taunton Deane Borough Council Housing Services

	Further develop existing service level agreements	Paul Hadley	April 2013	<ul style="list-style-type: none"> • Attend Somerset ASB Strategy meeting • Attend local ASB steering group meeting 	Completed and ongoing
Providing an accessible and accountable service	Develop an ASB tenants steering group	Paul Hadley	April 2013	TSMB identify 2 areas each year for scrutiny. Then a forum group is instigated to scrutinise the relevant area and report back to TSMB.	Completed
	Further develop links with all agencies that serve the community	Paul Hadley	April 2013	Information Sharing event to be arranged for partner agencies to share information on housing and ASB.	

Taunton Deane Borough Council Housing Services

	Continue and improve upon how we communicate with partners and tenants	Paul Hadley	April 2013	<ul style="list-style-type: none"> • Customer satisfaction to be used to assess service • Obtain feedback from partner agencies on joint working. 	
	Publicise and promote good work undertaken by the ASB Officers	Paul Hadley	April 2013	Develop a media strategy in line with TDBC's media responses.	Contact has been made with Debbie Rundle to develop media strategy.
Taking swift action to protect communities	To ensure that all appropriate and available preventable tools are utilized before enforcement action is considered.	John Hart Tony Knight	April 2013	Continue training in current law and policies.	ASB module of Academy purchased and implementation date waited.
	To ensure all available solutions and remedies are explored with partner agencies.	John Hart Tony Knight	April 2013	Maintaining current knowledge and improvement by training as and when required	

Taunton Deane Borough Council Housing Services

	To publicise good practice and success to encourage more tenant participation	Paul Hadley	April 2013	Media strategy to promote good work.	Debbie Rundle contacted and meeting to be held to develop a ASB media strategy.
Adopting a supportive approach to working with victims and witnesses	Improve current support for witness's pre and post court	Steven Clarke	April 2013	Support from Victims Support and Witness Service.	Victim support contact and agreement to support Victims agreed. Awaiting most appropriate case.
	Develop an out of hours reporting line for victims	John Hart	April 2013	Voice mail Out of hours reporting service developed	Report completed by JH with a recommended option.
	Work with partner agencies to develop a witness support service	Steven Clarke	April 2013	Contact with Victim Support and Witness Service	Both victim support and witness service have agreed to support our victims as and when required.
	Develop a witness support network with partners	Steven Clarke	April 2013	Contact and maintain service level agreements	

Taunton Deane Borough Council Housing Services

				with partners	
	Encourage a multi-agency approach to support victims and witnesses	John Hart Steven Clarke	April 2013	Contact with Victim Support and Witness Service	Completed
Encouraging individual and community responsibility	Identify barriers to the reporting anti social behaviour then develop strategies and tactics to encourage individuals and communities to report anti social behaviour.	Paul Hadley	April 2013	Produce ASB Strategy.	Ongoing work to have access to police information systems direct.
	Develop tenant involvement with the anti social behaviour service.	Paul Hadley	April 2013	ASB tenant group implemented. Number of tenants involved	Scrutiny through the TSMB.
Having a clear focus on prevention and early intervention	Work with partner agencies to address local concerns and threats	Paul Hadley	April 2013	Number of reports Time taken to remove/deal with the nuisance.	

Taunton Deane Borough Council Housing Services

	Good estate management – swift response to graffiti and refuse clearance	Estate Officers	April 2013	Number of reports Time taken to remove/deal with the nuisance.	
	Having clear policies and service standards that set out we will do and what is expected from our tenants.	Paul Hadley	April 2013	Revised ASB Policy Anti Hate Policy Domestic Abuse Policy Witness Support Policy Service standards for ASB, Hate, Domestic Abuse, Witness Support, Witness Information for Court.	Completed
Ensuring a value for money approach is embedded in the service	Bench mark our services against comparable organisations to ensure a good service is provided at an appropriate cost	Stephen Boland Paul Hadley	April 2013	Reports produced for Staff and tenants. Stat analysis to identify areas of good practice.	

Taunton Deane Borough Council Housing Services

	Provide effective financial reporting supported by statistical data	Stephen Boland Paul Hadley	April 2013	Reports produced for Staff and tenants.	
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Equality Impact Assessment – pro-forma

Responsible person	<i>Paul Hadley</i>	Job Title Housing Manager - Lettings
Why are you completing the Equality Impact Assessment? (Please mark as appropriate)	Proposed new strategy	Anti Social Behaviour Strategy
	Change to Policy/service	
	Budget/Financial decision – MTFP	
	Part of timetable	
What are you completing the Equality Impact Assessment on (which, service, MTFP proposal)	Housing Service	
Section One – Scope of the assessment		
What are the main purposes/aims of the policy/decision/service?	<p><i>The aim is to</i></p> <ol style="list-style-type: none"> 1. <i>Produce Anti Social Behaviour Strategy till 2015</i> 2. <i>Produce a Annual Action Plan until 2015</i> 	
Which protected groups are targeted by the policy/decision/service?	<p><i>Taunton Deane Borough Council's HRA housing stock comprises of approximately 6,000 rented homes, with a further 372 leasehold properties. In addition, the Council also manages two private leasehold schemes for the elderly. Housing services are designed to ensure they meet the needs of a wide ranging customer base. As such the Tenancy Termination Leaflet is targeted at all the protected groups including: Age; Disability; Gender Reassignment; Pregnancy and Maternity; Race; Religion or belief; Sex and Sexual Orientation; Marriage and civil partnerships.</i></p>	

<p>What evidence has been used in the assessment - data, engagement undertaken – please list each source that has been used</p>	<p>Data collected from all previous reports of Anti- social Behaviour.</p> <ol style="list-style-type: none"> 1. Number of reports 2. Type of reports 3. Outcomes of the reports <p>Engagement has been undertaken with the following</p> <ol style="list-style-type: none"> 1. Police 2. Somerset Racial Equality group 3. Social Services 4. TDBC Community Development Team 5. TDBC Supported Housing Team <p>Information can be found on</p> <ol style="list-style-type: none"> 1. Housing Service Neighbour Nuisance Statistical reports 2. Initial ASB reporting forms 3. ASB module (From Aug 2011)
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Section two – Conclusion drawn about the impact of service/policy/function/change on different groups highlighting negative impact, unequal outcomes or missed opportunities for promoting equality

There will be no impact in service or on policy in relation to the different groups. It will reinforce current policy and procedures in the reporting and investigation of Anti-social Behaviour. It shows support for victim and witness of Anti-social behaviour and links into other agencies and support networks available to our tenants.

I have concluded that there is/should be:

No major change - no adverse equality impact identified	No major change in the service provision.
Adjust the policy/decision/service	
Continue with the policy/decision/service	

Stop and remove the policy/decision/service		
Reasons and documentation to support conclusions		
Section four – Implementation – timescale for implementation		
<ol style="list-style-type: none"> 1. January 2012 – Initial meeting to discuss development of ASB strategy 2. February 2012 Meeting with Housing Services Lead 3. March 2012 consultant with partner agencies 4. June 2012 – Implement Anti-social Behaviour Strategy 		
Section Five – Sign off		
Responsible officer Paul Hadley	Housing Manager - Lettings	
Date	Date	
Section six – Publication and monitoring		
Published on <i>June 2012</i>		
Next review date <i>June 2015</i>	Date logged on Covalent	

Action Planning

The table should be completed with all actions identified to mitigate the effects concluded.

Actions table

Service area				Date		
Identified issue drawn from your conclusions	Actions needed	Who is responsible?	By when?	How will this be monitored?	Expected outcomes from carrying out actions	

Taunton Deane Borough Council

Tenant Services Management Board – 19th June 2012

Tenancy Termination Leaflet – Information Report

Report of the Housing Manager - Lettings – Paul Hadley

(This matter is the responsibility of Executive Councillor Jean Adkins)

1.0 Executive Summary

This report provides the members of the Tenant Services Management Board with details of a Tenancy Termination Leaflet for tenants who are intending to end their council owned housing tenancy.

This is an information report only.

2.0 Background

Housing staff have been focusing on improving performance of void management of the councils housing stock, part of this focus was the implementation of a pilot project to improve performance of void turn round times. During the project a Lettings Team was established. The team has been working to improve void management alongside the Property Services Team and contractors. The Lettings Team was formally established in April 2012. Whilst a significant reduction in void turn round time has been achieved, the team continues to review and update the legacy processes that were already in place. One discreet area of work is the improvement of information we provide to our tenants who wish to terminate their tenancy.

The termination of the tenancy effectively ends the contract between the tenant and the council. It is vitally important for both the outgoing tenant and also the council that when tenancies are terminated the process is completed effectively to avoid rental loss to the council and also the possibility of re-charges to the outgoing tenant.

3.0 Tenancy Termination Leaflet

A copy of the services Tenancy Termination Leaflet is attached at Appendix 1.

4.0 Finance Comments

There are no financial implications to the introduction of the leaflet. Its production will be funded through existing budgets.

5.0 Legal Comments

There are no legal issues arising from this report.

6.0 Links to Corporate Aims

There are no direct links to corporate aims arising from this report .

7.0 Environmental and Community Safety Implications

There are no environmental or community safety implications.

8.0 Equalities Impact

A Equalities Impact Assessment has been completed and is attached at Appendix 2.

9.0 Partnership Implications

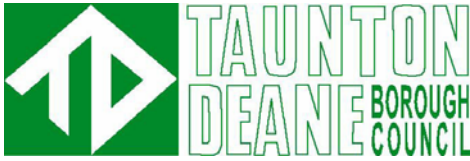
There are no specific implications for partners in relation to this report.

10.0 Recommendations

It is recommended that the Tenant Services Management Board:

- Note this information report.

Contact:	Officer Name	Paul Hadley – Housing Manager - Lettings
	Direct Dial No	01823 356319
	e-mail address	p.hadley@tauntondeane.gov.uk



Lettings Assistant
The Deane House, Belvedere Road,
Taunton, Somerset TA1 1HE
Telephone: 01823 356334

Tenancy Termination Information

Thank you for informing us that you wish to end your tenancy. Listed below are actions you need to take to end your tenancy:

Complete the attached Tenancy Termination Form. You must give us at least 4 weeks' notice in writing. This notice must end on a Monday.

Please note:

In certain circumstances we may accept 2 weeks notice, for example, moving to residential home, into a housing association property or the death of tenant.

You must also:

- Give us your new address in case we need to contact you. We will keep this information strictly confidential.
- Make sure your rent is up-to-date before you leave.
- You must allow the next prospective tenant, with written permission from the Council, to enter and view the premises at convenient times during the 28 day period preceding termination of the tenancy. You must also allow the council's officers access to examine the dwelling during this period.
- Arrange to have the meters read. If you do not, you may pay for gas, water or electricity used by the new tenants. Also tell your utilities supplier of your new address.
- Ensure electric keys and gas cards are left at the property.
- Arrange to have your telephone disconnected.
- Remove all your belongings and any rubbish from your home (including any belongings and rubbish in stores, sheds and the loft). Please let us know if you want to leave any carpets, curtains or blinds that are in good condition. We will charge you if we have to remove anything.

You could be recharged between £50 per room to in excess of £200 per skip if the council has to remove any belongings and rubbish from the property.

Please note:

The above costs were correct in May 2012 and may increase.

- Remove any greenhouses, sheds, outbuildings and ponds that you have put in the garden.

- Ensure the garden is clean and tidy.
- Remove any decorative light fittings and replace with a standard white pendant fitting.
- You must leave the property in a clean condition. This includes the kitchen and bathroom units and sanitary ware, as well as the floors and walls in the property. Please ensure all areas are free from all items and rubbish, dust, dirt and grease free throughout. This includes wiping down all woodwork, washing windows internally, washing the kitchen and bathroom fixtures. We will recharge you if we have to clean the property.
- We will inspect your property before you leave and again when you have moved all your furniture and possessions. You can be present at both of these inspections if you wish. We will tell you if any broken fixtures or fittings must be repaired or replaced. If you do not leave the property in good condition we will charge you the cost of putting it right.

For example:

All doors must be in place and any damaged doors need to be replaced. Typically you could be recharged £100 to supply and fit a new internal door and up to £430 for an external front and back door.

Please note

The above costs were correct in May 2012 and may increase.

- Close and lock doors and windows. Leave the window keys at the property.
- Return all the keys for the property by 10 am on the Monday of the end date that we have agreed. Keys can be handed in earlier if it is more convenient. If you do not return the keys, we will change the locks and recharge you for the work. We may also charge you for a further weeks rent.

For example:

The amount we will recharge you for replacing the locks will vary dependant on the type of door at your property but will range between £70 to £130..

Please note

The above costs were correct in May 2012 and may increase.

- Tell the Council Tax and Housings Benefits sections.

We also ask that you do the following:

- Arrange with the Post Office to have your mail redirected. We will not forward your mail.

For more information please contact the Lettings Team on 01823 356334.

Equality Impact Assessment – pro-forma

Responsible person	<i>Paul Hadley</i>	Job Title Housing Manager - Lettings
Why are you completing the Equality Impact Assessment? (Please mark as appropriate)	Updated information for tenants	Tenancy Termination Leaflet
	Change to Policy/service	
	Budget/Financial decision – MTFP	
	Part of timetable	
What are you completing the Equality Impact Assessment on (which, service, MTFP proposal)	Housing Services	
Section One – Scope of the assessment		
What are the main purposes/aims of the policy/decision/service?	<i>The aim is to</i> <i>1. Produce a Tenancy Termination Leaflet</i>	
Which protected groups are targeted by the policy/decision/service?	<i>Taunton Deane Borough Council's HRA housing stock comprises of approximately 6,000 rented homes, with a further 372 leasehold properties. In addition, the Council also manages two private leasehold schemes for the elderly. Housing services are designed to ensure they meet the needs of a wide ranging customer base. As such the Tenancy Termination Leaflet is targeted at all the protected groups including: Age; Disability; Gender Reassignment; Pregnancy and Maternity; Race; Religion or belief; Sex and Sexual Orientation; Marriage and civil partnerships.</i>	
What evidence has been used in the assessment - data, engagement undertaken – please list each source that has been used	Data collected from all previous tenancy terminations. 1. Tenancy Termination Forms 2. Pre void Inspections 3. Feedback form departing tenants	

	<p>Engagement has been undertaken with the following</p> <ol style="list-style-type: none"> 1. Tenants 2. TDBC Rent and Recovery Team 3. TDBC Lettings Team 4. TDBC Property Services Team 	
<p>Section two – Conclusion drawn about the impact of service/policy/function/change on different groups highlighting negative impact, unequal outcomes or missed opportunities for promoting equality</p>		
<p>I have concluded that there is/should be:</p>		
<p>No major change - no adverse equality impact identified</p>	<p>No major change in the service provision.</p>	
<p>Adjust the policy/decision/service</p>		
<p>Continue with the policy/decision/service</p>		
<p>Stop and remove the policy/decision/service</p>		
<p>Reasons and documentation to support conclusions</p>		
<p>Section four – Implementation – timescale for implementation</p>		
<ol style="list-style-type: none"> 1. January 2012 – Initial meeting to discuss development of Termination Leaflet 2. February 2012 – Review of tenant feedback from terminations 3. March 2012 Consultation with internal partners 4. June 2012 – Implement use of Tenancy Termination Leaflet 		
<p>Section Five – Sign off</p>		
<p>Responsible officer Paul Hadley Date</p>	<p>Housing Manager - Lettings Date</p>	
<p>Section six – Publication and monitoring</p>		

Published on <i>June 2012</i>	
Next review date <i>June 2014</i>	

Action Planning

The table should be completed with all actions identified to mitigate the effects concluded.

Actions table						
Service area				Date		
Identified issue drawn from your conclusions	Actions needed	Who is responsible?	By when?	How will this be monitored?	Expected outcomes from carrying out actions	

