
AMENDMENT TO TENANCY AGREEMENT

1 SUMMARY

- 1.1 Members are asked to consider the removal of certain rights from the tenancy agreement in order to reduce maintenance costs.

2 INTRODUCTION

- 2.1 It is currently a term of the tenancy agreement that it is the Council's responsibility to keep in good repair the following:

2.3: (f) Integral garages, stores and outbuildings.

(g) Boundary walls and fences (including those at the front and back of the property but excluding those separating adjoining properties).

(h) internal and external glazing and window furniture.

and 2.6: The common parts of Sheltered schemes (staircase, corridors etc) will be decorated not less than every five years.

and 2.7: The common parts of other dwellings will be decorated as necessary and not less than every five years.

- 2.2 It is currently the tenant's responsibility under 3.25 (h): To maintain 'Blockages to waste pipes inside the property' but this is a Right to Repair item and should be the Council's responsibility.
- 2.3 Any amendment to the tenancy agreement will require a full consultation exercise and residents' approval. However, the Council is bound to do this anyway within the coming months, so consultation on these issues should add only marginal cost.
- 2.4 The Council has to consider very carefully the future financial viability of the Housing Revenue Account and the measures outlined below are intended as a cost saving exercise.

3 DETAILED CONSIDERATION

- 3.1 In the last financial year the following amounts were spent on repairs:

(a) £749 on repairing front fences

(b) £3447 on front gates including gate posts

(c) £2194 on shed and outhouse doors including frames

(d) £1348 on repairing glazing.

3.2 In order to try to reduce maintenance costs and try to reduce the likelihood of the Housing Revenue Account going into deficit, these are items of expenditure that could be reduced significantly if the Council changed the tenancy agreement. This would be in line with the Council's first Corporate Objective of providing quality, cost effective services.

3.3 Other Social landlords have the following policies:

Southend BC: Glazing is tenant's responsibility if broken by accident or wilful damage. The Council is prepared to board broken windows but rarely agrees to re-glaze. They have a policy of recharging tenants for this service unless the tenant is a pensioner. The Council maintains all boundary fences including front fences and gates.

Basildon DC: Glazing is tenant's responsibility but the Council will re-glaze provided a re-charge agreement is signed first. If broken by persons unknown and a police incident number is provided, the Council will re-glaze free of charge. Front fences and gates are maintained by the Council.

Castle Point DC: Glazing is the landlord's responsibility but the Council try to recharge if it is the tenant's fault. The Council maintains front fences and gates.

Estuary Housing Association: Glazing is the tenant's responsibility and they encourage tenants to have insurance to pay for re-glazing. The Housing Association maintain front fences and gates but on a very low priority. Estuary are considering implementing a scheme whereby tenants in arrears only have essential repair work done.

Springboard Housing Association: Glazing is the tenant's responsibility unless caused by criminal damage and a crime number obtained from police. The Housing Association maintain front fences if there is a risk to security on a public highway, but front gates are the tenant's responsibility.

3.4 There are differing practices locally, but in general glazing is the tenant's responsibility but front gates and fences are maintained by the Landlord. Whilst boarded up or broken windows are unsightly and certainly add to a run down appearance they are not as bad as houses with no front fences or gates which could then be potentially filled with abandoned cars.

3.5 Although only a small element of the Council's overall repairs and maintenance budget, it is important to ensure that Housing Revenue Account funds are spent wisely, as outlined in the Housing Inspector's Best Value Inspection Report. Accordingly, in order to reduce costs it is proposed that glazing should be moved to be a tenant's responsibility, and tenants encouraged to take out contents insurance to cover the cost of any accidental damage.

- 3.6 In exceptional cases such as the elderly, disabled or other hardship cases the Council may still repair the broken glass and arrange for a re-charge to be made on easy terms.
- 3.7 There are environmental and crime and disorder implications involved with making front fences and gates tenants responsibility. The ODPM's Clean, Safe & Green campaign states that 'Refuse, abandoned cars, vandalised and poorly repaired properties, poor lighting and general environmental neglect not only look unsightly, they also encourage crime and fear of crime'.
- 3.8 However, where fences and gates are concerned, by changing the priority from a responsive repair to the planned programme, savings could be made and in emergencies a patch repair will be undertaken.
- 3.9 Tenants will be advised that there will be a further repair priority rating of 'Non-Urgent Repairs' which will become part of a long term plan to improve the overall appearance of the property including repairs to paths, repairs to outbuildings and repairs to boundary fences.
- 3.10 The Council policy stipulating that communal parts of sheltered housing schemes be redecorated at least every five years does not allow officer discretion and occasionally leads to redecoration being undertaken which is not required. However in order to ensure that there is not too long a period between re-decoration, it is felt that at the very most a seven year period would be appropriate.
- 3.11 However, the external painting of property takes place as often as necessary (depending upon a variety of factors) and it is felt that the internal decoration of common parts should be in line with this policy.
- 3.12 In the case of outbuildings and Council supplied sheds, it is felt that tenants should be responsible for doors and frames when they are in their own back gardens, as any damage done must have been due to their own actions or neglect. However the position is not absolutely clear on this issue due to the Council's responsibility to maintain the structure of the building. Accordingly it is proposed that where an outbuilding is attached to the principle structure, then it should remain the responsibility of the Council to maintain. In all other cases, the tenant remains liable.
- 3.13 The current Tenancy Agreement incorrectly requires tenants to clear blockages in waste pipes. The Council needs to move the responsibility to clear blockages to waste pipes inside the property to the landlord's responsibility to accord with latest legislation and Decent Homes Standards.
- 3.14 Currently the issue of whom is responsible for loft insulation has been omitted from the Tenancy Agreement. Loft insulation of properties is a key element in the upgrading of SAP values and thermal insulation. In order to try to reach the Decent Homes Standard requirement on thermal comfort the Council

needs to take responsibility for loft insulation and to build capacity for improvement into it's HRA Business Plan.

4 RISK MANAGEMENT

4.1 Resource Risk

Implementing changes to the tenancy agreement will involve costs of public consultation, printing and distributing of about £1100 but this might be incorporated with other proposed changes to the tenancy agreement described elsewhere on this agenda.

4.2 Operational Risk

A full consultation exercise will have to be carried out with no guarantee that the changes will be accepted.

4.3 Reputation Risk

It is possible that the reduction in service by reducing landlord's responsibilities and making them the tenants responsibilities will result in adverse publicity but an early press release stressing the positive action that the Council is considering to counteract an overspend on the Housing Revenue Account will help in damage limitation. If a change in policy did result in poor run down looking estates where crime and disorder increased this would definitely result in adverse publicity. However the Head of Service does not believe this will occur.

4.4 Information Risk

Changes to the tenancy agreement will require publicity in 'Your Home'. As this is only published quarterly, delays in the consultation exercise might result. It may, therefore, be necessary to slightly alter the timing of the next issue of 'Your Home'.

4.5 Regulatory Risk

Failure to consider possibilities for reducing expenditure could result in future poor CPA results, but a full open inclusive consultation must be carried out.

4.6 Third Party Risk

The Council should not consider changes that would not be supported by our partners in the Crime & Disorder partnership.

5 CRIME AND DISORDER IMPLICATIONS

- 5.1 The Community Safety Officer together with the Police Inspector responsible for crime reduction have expressed concerns about removing front fences and

gates from the landlord's responsibilities. They have illustrated the following problems which have occurred in other metropolitan areas:

- run down estates attract more crime;
- front gardens create respect for property;
- a risk to small children who could run straight into the road;
- more parked and abandoned cars on front gardens;
- overall it would be a retrograde step.

6 ENVIRONMENTAL IMPLICATIONS

- 6.1 There are similar concerns about the deterioration to the environment as expressed above.

7 RESOURCE IMPLICATIONS

- 7.1 A full consultation exercise will involve wide ranging publicity and articles in 'Your Home'. If the Tenants Association meetings are used there will be a minimum additional cost. If agreed by the tenants, then new conditions of tenancy will be printed and distributed, the approximate cost of which is £1100. However other tenancy changes will need to be incorporated anyway, so this is a marginal cost.

8 LEGAL IMPLICATIONS

- 8.1 The terms of a secure tenancy are that any changes must be reasonable and can only be varied by agreement between the landlord and the tenant following statutory consultation.

9 PARISH IMPLICATIONS

- 9.1 Parishes need to be advised as part of the Council's normal information exchange mechanism.

10 RECOMMENDATION

- 10.1 It is proposed that the Committee **RESOLVES**

- (1) To agree in principle that glazing should become the tenant's responsibility .
- (2) To agree that the internal re-decoration of communal areas in OAP schemes be amended to 'being at the Building surveyor's discretion, but not less than every seven years'.
- (3) To agree that the internal re-decoration of common parts of other dwellings be undertaken 'as often as necessary and as circumstances dictate'.

- (4) To agree that the priority of repairing fences and gates be moved from a responsive to a planned repair with patch repairs undertaken if necessary to make safe.
- (5) To move the responsibility for blockages to waste pipes inside the property from a tenants responsibility to the landlord's responsibility.
- (6) To make the provision and maintenance of loft insulation the landlord's responsibility.

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Background Papers:

Audit Commission BV Inspection report.

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