

## We want to hear your views at this stage

Please note this is not the ballot.

On the basis of the information that you have received so far, what are your views on the housing transfer proposal?

- I am generally supportive of the transfer proposal
- I am not generally supportive of the transfer proposal
- I am not sure/need more information

Please use the space below to describe; any views you have on the Council's proposal to transfer ownership of its homes to Tristar Homes, any views or comments you have on how it could be improved and to request any additional information you would like.

.....

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If you require more information or would like someone to contact you on behalf of the Council, please write your name, address and contact telephone number below.

Name: .....

Address: .....

Telephone number: .....

Email: .....

Please return this reply to reach the Council by [XXXXXXX].

**Remember, this is not the ballot.**

If you would like this information in any other language or format for example large print or audio please contact the 'Housing Futures Team' on

**0800 4320891**

or email

**[housing.futures@stockton.gov.uk](mailto:housing.futures@stockton.gov.uk)**

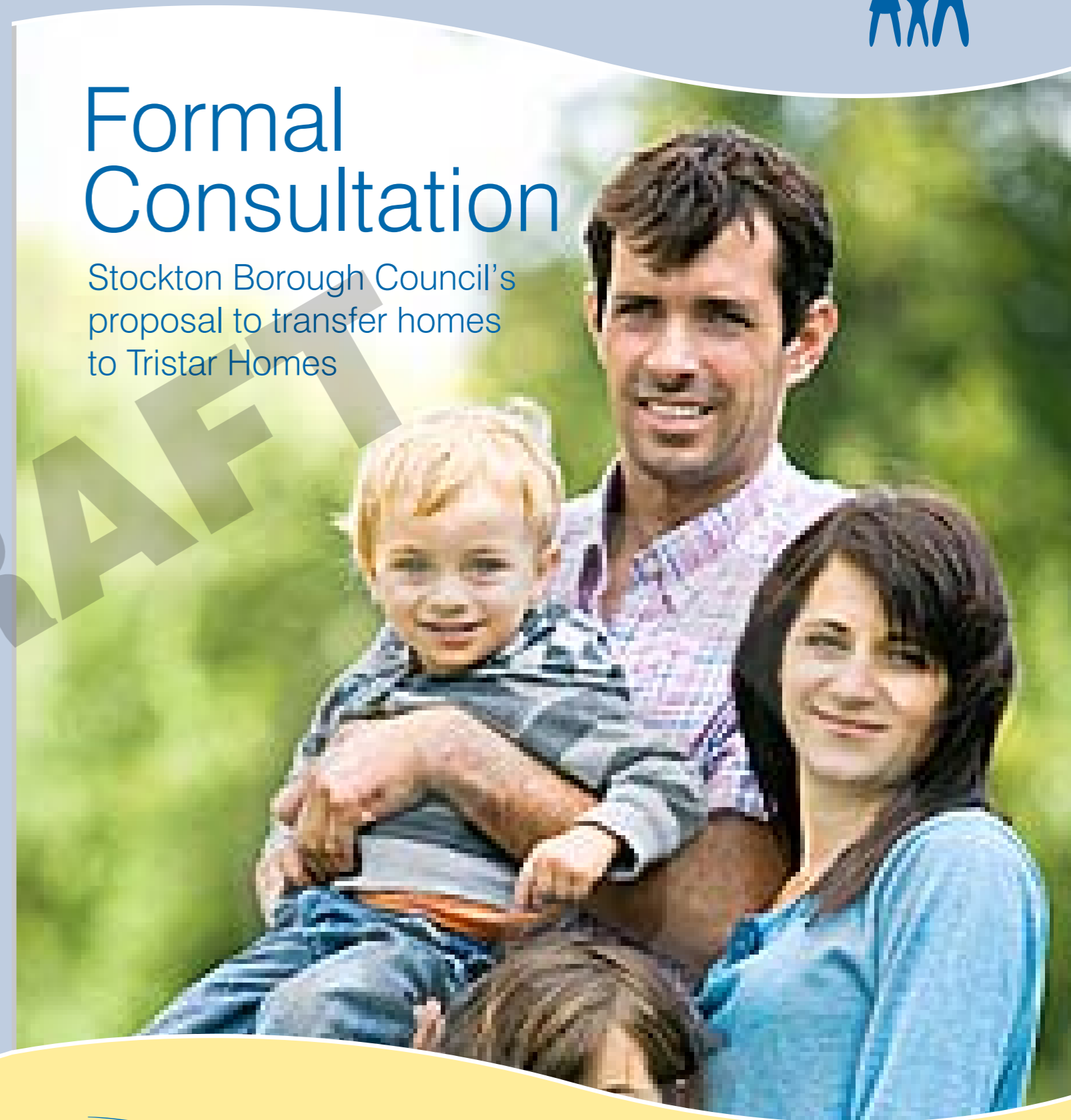
Important information about the future of your home

## Your Home, Your Say



## Formal Consultation

Stockton Borough Council's proposal to transfer homes to Tristar Homes



DRAFT

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DRAFT

Stockton-on-Tees Borough Council

Street name

City

Stockton-on-Tees

POSTCODE

■	Top ten transfer facts .....	Pg 4
■	Statement from the Housing Futures Customer Group .....	Pg 5
■	<b>Part 1:</b> The Council's Housing Transfer Proposal .....	Pg 6
■	<b>Part 2:</b> About the new-style Tristar Homes .....	Pg 16
■	<b>Part 3:</b> Improving and Repairing Your Home .....	Pg 24
■	<b>Part 4:</b> High and Medium Rise Flats .....	Pg 30
■	<b>Part 5:</b> Tackling Anti-Social Behaviour and Crime .....	Pg 32
■	<b>Part 6:</b> The Rent and Other Charges You Would Pay .....	Pg 36
■	<b>Part 7:</b> Delivering Better Services Locally .....	Pg 40
■	<b>Part 8:</b> Involving You in Running the Service .....	Pg 45
■	<b>Part 9:</b> Services for the Elderly and Disabled .....	Pg 49
■	<b>Part 10:</b> Green Issues .....	Pg 52
■	<b>Part 11:</b> Strengthening Communities .....	Pg 54
■	<b>Part 12:</b> Your Rights .....	Pg 57
■	<b>Part 13:</b> Leaseholders .....	Pg 63
■	<b>Part 14:</b> The Next Steps .....	Pg 66
■	<b>Part 15:</b> The Proposed Tenancy Agreement .....	Pg 68
■	<b>Part 16:</b> Useful information .....	Pg 89
■	<b>Part 17:</b> Useful contacts .....	Pg 91

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Transfer would mean:

- 1** The new-style Tristar Homes would have a budget in the region of £140 million to spend over the first five years to bring homes and services up to the Tristar Standard. As things stand the Council only expects to be able to spend around £60 million in the same period.
- 2** Overall the new-style Tristar Homes would plan to spend in excess of £600 million over the next 30 years to keep homes up to the same high standard. The Council has nowhere near this level of investment.
- 3** The new-style Tristar Homes would commit to spend £10 million on ensuring all homes have double glazed windows within the first three years of transfer.
- 4** Tenants' rents would stay affordable and **you would not pay any more in rent than you would if your home stayed with the Council.**
- 5** All tenants' rents money would also stay with the new-style Tristar Homes. The Council's projections show that if transfer does not take place, by 2010 it would have to pay around £9 million of tenants' rents every year to the Government.
- 6** Entitlement to claim Housing Benefit would not be affected by transfer.
- 7** Tenants' key tenancy rights would be protected, including the Right to Buy and the Right of Succession.
- 8** Tenants would be at the heart of decision making with the new-style Tristar Homes – in terms of improving housing services and future investment in homes and neighbourhoods.
- 9** The new-style Tristar Homes would deliver services tailored to the needs of its tenants taking into account age, disability and ethnicity.
- 10** Additional resources would be made available to tackle anti-social behaviour.



“ Choosing a landlord is one of the biggest decisions you, as a tenant, will have to make. This Offer Document contains all the information you need to help you make that choice, including legally binding promises of what the new-style Tristar Homes would deliver if it becomes the new landlord. There is also an honest assessment of what would happen if tenants opt to stay with the Council.

We believe that this Offer Document, having been put together with the full involvement of tenants, represents a genuine proposal to deliver the improvements and changes that tenants most want. We can say this because, along with the Council, we have been involved at every stage in the shaping and development of the Offer. We are satisfied that there are no hidden agendas as we have had full access to all of the information necessary to make sure that the information you are receiving is accurate and reliable.

The size of this document may look daunting, but it's been set out so that you can easily find the information that's most important to you. Once you have a clear picture, all you have to do is vote for the vision of the future you most want to be a part of.

Whether you are for or against transfer, your vote counts – so don't forget to use it. ”

# Part 1

The Council's housing transfer proposal



## 60 second summary

- The Council wants to maintain and improve the standard of housing services, provide better homes and estates and protect tenants' key rights.
- Recently the Council working in partnership with tenants looked at the options open to it regarding the future ownership and management of its 10,400 properties.
- The review concluded that as things stand the only way to raise the money needed to bring homes up to the standard tenants want is for the Council to transfer its housing to a new-style Tristar Homes as a new, not-for-profit, local housing organisation.
- The new-style Tristar Homes would have a budget in the region of £140 million to spend on modernisations and service improvements over the first five years. The Council only expects to have around £60 million.
- By 2010, the Council's projections show that it would have to pay around £9 million of tenants rents every year to the Government to support social housing nationally. The new-style Tristar Homes would not have to send any money back to the Government. Instead every penny of tenants' rent could be spent by the new-style Tristar Homes for the benefits of all tenants.
- Tenants will be given a vote on the proposal in a ballot planned for [XXXX 2010]. For now, the Council wants to hear what you think about the proposal.



## What is the Council proposing?

**The Council is proposing to transfer all its homes to the new-style Tristar Homes. The new-style Tristar Homes would become your new, local and independent social housing landlord.**

If transfer goes ahead the new-style Tristar Homes would form a new housing group with Housing Hartlepool. All three organisations (Tristar Homes, Housing Hartlepool and the Group) would be not-for-profit and locally based housing organisations.

The proposal has been arrived at after extensive informal consultation. Tenants have had considerable involvement in shaping these proposals. Our direct contact with tenants has shown there is significant tenant support for these proposals.

More than 200 other councils across the country have already transferred all or part of their housing to housing associations in order to improve and modernise them. This has allowed more than £14 billion to be invested in social housing nationally.

Transfer can only take place if tenants vote in favour of the change.

## About Tristar Homes

Here are some facts about the existing Tristar Homes and some information about its achievements so far:

The existing Tristar Homes was established in 2002 by the Council as an Arm's Length Management Organisation (ALMO) to carry out the day to day management, maintenance and improvement of the Council's housing stock.

- The existing Tristar Homes has a track record of achievement, being the first housing organisation in the region to achieve the Government's prestigious Customer Excellence Accreditation and also having Investors in People accreditation.
- In a recent satisfaction survey 83% of tenants stated they were satisfied with the services provided, placing Tristar Homes amongst the best of all social housing providers.

- Tenant involvement is at the heart of everything the organisation does.

If the majority of the tenants, who vote in the ballot, are in favour and the Secretary of State consents to transfer, a new-style Tristar Homes would become your landlord and take over both the ownership and management of the Council's 10,400 homes.

### Why is the Council asking you to consider this change?

The Council set up the existing Tristar Homes (as an ALMO) in 2002 with the aim of securing the necessary funds to bring all its homes up to the Government's Decent Homes Standard.

While the ALMO investment has made significant improvements to the housing stock, tenants have been telling the Council that they would like to see a higher standard for their homes (the 'Tristar Standard' - see Part 3 of this document) and also improvements in the quality of the environment on their estates.

The Council's policy is that its housing should be well maintained and managed. The Council is committed to ensuring tenants have modern homes in safe and secure environments in the long-term. However, current Government restrictions on the Council's finances mean that it has become increasingly difficult to ensure that tenants can be provided with homes that are maintained at a basic standard. It is not possible to achieve the Tristar Standard that tenants have consistently said they would like to see unless transfer goes ahead.

### So what did the Council do?

In 2008 the Council commissioned a detailed study – called a housing options appraisal. The appraisal looked into all the alternatives

for the future management and maintenance of the Council's homes. The "Housing Futures Customer Group" (a panel of tenants) was set up to work with the Council to consider the options. The Council also informally consulted tenants through a "Your Home, Your Say" event and through a questionnaire in the "Your Home, Your Say" newsletter to identify what tenants want from a future housing service.

In addition, a survey was carried out in 2007 to look at the condition of the homes. This identified the work that is needed over the next 30 years which showed that:

- around £140 million needs to be spent over the next five years on improving, maintaining and repairing homes; and
- over the next 30 years a total of around £600 million needs to be spent to make sure that all homes receive the future repairs, major works and improvements needed to keep them up to the Government's Decent Homes standard and to carry out the day-to-day repairs to tenants' homes and empty properties.

This stock condition survey gave the Council the information to work out how much extra money was needed to make all the repairs and improvements your homes need.

### What was the outcome of the study?

The conclusion of this major study was that the Council should transfer its housing as it does not have the resources available to achieve the Government's Decent Homes standard for all properties and maintain properties at the level tenants expect.

A landlord selection exercise was carried out by a 'Joint Reference Group' – a panel that included equal Council and tenant representatives during 2009. The Joint

Reference Group concluded that transfer could be best achieved by transforming Tristar Homes into a new social housing organisation which would then become your landlord and form a new group with Housing Hartlepool. This would help to provide significant additional resources to improve the homes and the environment and provide services that tenants want.

The Council is therefore proposing to transfer the ownership of its 10,400 homes to a new-style -Tristar Homes which would become a housing association.

### Possible changes to Council Housing Finance

Whilst the options appraisal was being carried out, the Government was consulting local councils and tenants' organisations on possible changes to council housing finance. A consultation paper has now been issued by the Government seeking views on the reform of the present housing finance system. It is not certain when or whether any changes suggested in the consultation paper will take place but if they do it will not be for at least for two or three years. This is because Parliament will have to agree to new legislation which will be required before these changes can happen.

If agreed, the possible changes are likely to involve a nationwide redistribution of the housing debt of councils in England. It is largely to pay for that debt that councils like Stockton Council currently pay some of their

rent into the national system – currently about 27% of the Council's income from rents or around £9 million goes each year to the Government. The new system, if implemented, would mean the Council being required to take on a certain amount of other councils' debt itself. It would keep its rents to pay for that debt as well as deliver services to its tenants. It would also be able to keep receipts from sales of Council housing (although these are currently at a very low level).

If these changes are brought about by the Government then councils, who in future decide to ask their tenants to vote on whether they wish to transfer to a housing association, may find transfer financially more difficult than at present. This is because the Government has stated that in future it would not provide more financial support to councils seeking to transfer their homes than those who decide to keep them.

Stockton Council is, however, being allowed to proceed with this proposal under existing Government arrangements, which include the Government 'writing off' the Council's own housing debt, provided tenants vote for transfer in the ballot. Unless the Council's existing housing debt is written off Tristar Homes would not be able to afford to deliver the promises in this document.

We do not know exactly how the proposals in the Government's consultation paper will affect the housing service in Stockton-on-Tees. However, using the best available information, we believe that the Council's housing debt could decrease to £133m from its current level of £150 million.

This is a decrease of 11% and, although the Council would save the payments that it currently makes to the Government, we do not believe there will be enough money left over to provide the same improvements that are

#### TRANSFER FACT

Currently around £9 million of your rent goes to the Government each year.

being offered through housing transfer as set out in this document.

**The Council therefore believes it is in tenants' interests to take this opportunity to vote for the transfer to the new-style Tristar Homes.**

If these proposed changes happen and the transfer to the new-style Tristar Homes does not go ahead, then the opportunity to deliver the high standard of investment available through transfer would be lost.

## What are the key benefits of transfer?

The proposal to transfer the ownership of housing to the new-style Tristar Homes would mean that every penny of tenants' rents would remain with Tristar.. There would be significantly more resources available to improve and maintain homes and the environment if tenants vote yes.

If transfer goes ahead, there would be a budget of £103 million for investment in the homes over the first five years to bring them up to the Tristar Standard, a standard which is significantly higher than the Government's basic Decent Standard.

This would mean:

- Secure, energy efficient, double glazed windows and doors for all homes that do not have them, within three years of transfer.
- New modern kitchens and bathrooms (for homes that do not have them) within five years of transfer.
- A budget of £13 million to spend on external, environmental improvements across the Borough.

## Compare the difference for yourself

Staying with the Council ('No' vote)	Transferring to become a tenant of Tristar Homes ('Yes' vote)
<b>Total investment in homes in the first five years of transfer</b>	
Total investment in homes = £29 million	Total investment in homes = £103 million
<b>Tristar Homes would have £74 million more to spend in the first five years</b>	

If transfer goes ahead, the new-style Tristar Homes would have the money needed to carry out improvement works and to ensure homes would be kept up to the Tristar Standard.

**In addition, and in consultation with tenants, the new-style Tristar Homes would commit to:**

- Providing an improved repairs service.
- Investing in security and environmental improvements.
- Introducing a handyperson service to assist tenants carry out minor jobs, which are the tenant's responsibility (the only charge would be for materials).
- Improving services to prevent and tackle anti-social behaviour.
- Providing more opportunities for tenants to influence how services are provided and to be part of regulating how well the new organisation is doing.
- Increasing the budgets for the local Reaching Out Area Panels (ROAPs) to tackle local issues.

## Why could the new-style Tristar Homes carry out this level of investment and the Council cannot?

There are a number of reasons why the Council cannot do all the repairs and improvements that it would like. The main reasons are in the table below:

Stockton-on-Tees BOROUGH COUNCIL	TristarHomes Succeeding Together
The Council cannot afford to borrow all of the money needed to pay for modernisation and improvements as it would be unable to repay the loans.	The new-style Tristar Homes would work within different financial rules than the Council. It would have more freedom to raise money to pay for the works and to pay back money over a long period – usually 30 years.
The Council has to send back to the Government an amount of tenants' rent money to support council housing nationally. By 2010 this is expected to amount to around £9 million every year.	Every penny of every pound of rent received by the new-style Tristar Homes would be spent on the housing service in Stockton and repaying its loans. It would not have to subsidise the cost of social housing nationally.
The Council has to pay over 75% of its Right to Buy sales to the Government for re-distribution across the country.	There is no requirement to return Preserved Right to Buy money to Government.

## Where does tenants' current rent money go?

Every year Stockton Council has to pay over a large sum to central government from tenants' rents. This money, along with money from other councils, is paid into a Government fund and is shared by the Government between other councils to help them to repair their homes and run their housing services and to help provide new affordable homes through housing associations.

Some councils gain from this process but others like Stockton lose out. For example, projections show that by 2010 around £9 million a year of tenants' rent will have been paid over to the Government, an average of £17.28 a week for every Council home in Stockton.

## How would the new-style Tristar Homes be set up?

The new-style Tristar Homes would take over both the ownership and management of the Council's 10,400 homes if tenants vote in favour and the Secretary of State gives approval.

The new-style Tristar Homes would be required to buy the homes from the Council when the transfer takes place. The price the new-style Tristar Homes would pay is based on a Government formula (this formula has been used in all previous transfers). The formula would take account of:

- The likely rents payable by tenants over a 30 year period.
- The cost of the programme of repairs and improvements over the long term that are planned by the new-style Tristar Homes.

- The fact that tenants keep their key tenancy rights and that the housing must be kept available for rent at affordable levels set by the Government.
- The costs of managing the homes over that period.
- The cost of carrying out the promises set out in this document.

The formula is very different to the way the value of homes is calculated under the Right to Buy. Any money the Council received would be required to be used to pay off some of its housing debt (with the rest being written off by Government). The Council would not gain financially as a result of transfer.

### Where would the new-style Tristar Homes get the money from to pay for the improvements to the housing service?

The new-style Tristar Homes would raise the money to pay for the improvements and other promises explained in this document from banks and building societies.

The loans would be repaid over around 30 years and the cost of repaying them would be met from rents.

For more information on rents, see Part 6

### What would be the Council's housing role after transfer?

If the transfer goes ahead, the Council would no longer be your landlord but would still have overall responsibility for strategic housing in the Borough and would continue to work in close partnership with the new-style Tristar Homes.

The new-style Tristar Homes would also have quarterly meetings with Council officers where any problems or difficulties could be discussed and resolved and plans made for improvements in the future.

For more information on the Council's role, see Part 2.

### What role would Councillors have?

If transfer goes ahead, you would still be able to ask Councillors to act on your behalf if you have problems with your housing just as you would now. In addition four Councillors would have been nominated by the Council to sit on the new organisation's Board.

### What would happen if tenants vote 'No' and homes stay with the Council

In the event of a 'no' vote, the Council would continue to use the existing Tristar Homes to provide the housing management service on its behalf. Tristar Homes would try to continue to provide quality services to tenants but as things stand it would not have the same level of resources as it would if transfer was to proceed.

The chart on the next page compares what would happen if tenants stay with the Council or transfer to the new-style Tristar Homes.

#### TRANSFER FACT

A 'no' vote would mean a limited level of resources available.

Staying with the Council ('No vote')	Transferring to become a tenant of the new-style Tristar Homes ('Yes vote')
<b>Maintenance and improvements</b>	
<b>The Council would:</b> Have a very limited improvement programme with only £66 million available for major works, basic repairs and improvements over five years.	<b>The new-style Tristar Homes would:</b> Have an extensive improvement programme with £140 million spent in the first five years to bring homes up to the 'Tristar Standard'.
Not be able to carry out the extra improvements, such as double-glazed windows and doors and works to external areas.	Be able to carry out more improvements to homes, including those not covered by the Government's Decent Homes Standard such as double glazed windows.
Spend as much as it was able but would be subject to on-going financial restrictions and reductions.	Have in excess of £600 million to spend on the homes over 30 years to keep them up to the Tristar Standard.
Not have a budget for environmental works	Have an environmental budget of £13 million to spend in the first five years.
<b>(See Part 3 for a comparison of the improvements to homes which the new-style Tristar Homes expects it could carry out under the 'Tristar Standard' compared to the improvements the Council expects it could carry out if transfer does not go ahead).</b>	
<b>The day to day repairs service</b>	
<b>The Council would:</b> Not be in a position to offer additional repairs appointments.	<b>The new-style Tristar Homes would:</b> Offer appointments for all repairs including early mornings, evenings and weekends and a 'right first time' approach.
	Implement a compensation scheme for service failure.
	Offer priority repairs for elderly and vulnerable tenants.
<b>Housing services</b>	
<b>The Council would:</b> Not be able to fund improvements to housing services in the future.	<b>The new-style Tristar Homes would:</b> Improve services to prevent and tackle anti-social behaviour.
	Offer increased opportunities for tenants to improve services and be part of regulating how well the new-style Tristar Homes is doing.



Staying with the Council ('No vote')	Transferring to become a tenant of the new-style Tristar Homes ('Yes vote')
<b>Services for the elderly and vulnerable tenants</b>	
<b>The Council would:</b> Not be able to fund additional help for elderly or disabled tenants.	<b>The new-style Tristar Homes would:</b> Provide extra help for elderly and disabled tenants through Handyperson and Decorating schemes.
<b>Strengthening communities and local neighbourhoods</b>	
<b>The Council would:</b> Not be able to increase local tenant – Reaching Out Area Panel (ROAPs) budgets.	<b>Extra resources would allow the new-style Tristar Homes to:</b> Increase local tenant – Reaching Out Area Panel (ROAP) budgets from £40k to £100k per year to tackle local issues.
<b>Rents</b>	
Rents would be set in line with Government rent rules, which mean rents would be set in the same way whether homes transfer or stay with the Council.	

### What is the timetable for consultation?

**The current plans are:**

- This is the period of formal consultation on this 'offer document' (called Stage 1). Council staff will take every opportunity to meet you to discuss the proposal. There will be meetings for tenants, home visits by staff, and a short DVD produced by the Council.
- The Council will take account of tenants' comments on the transfer proposal. The Council will then decide whether this proposal needs to be altered and whether to go ahead with the ballot of all the Council's secure and introductory tenants. If the Council decides not to go ahead with the ballot then the process stops and the transfer proposal goes no further.

- If the Council decides to go ahead you would be sent a letter called the Stage 2 letter. This would describe what significant changes, if any, have been made to this proposal and whether the Council has decided to proceed to a ballot. It will also explain your right to make representations to the Secretary of State.
- A confidential ballot would be organised by an independent organisation, Electoral Reform Services. Every secure and introductory tenant would have a vote. This means that joint tenants would each have separate ballot papers. This would be a secret ballot, neither the Council nor Tristar Homes would know which way you have voted.

If the ballot is in favour of transfer and the Council decides to go ahead, it will inform tenants that it will proceed with the transfer and explain the tenants' right to make further representations to the Secretary of State.

### How have your views shaped this proposal?

The Council has used 'Your Home, Your Say' newsletters, tenants' meetings, road shows and questionnaires to ensure that tenants are aware of the proposals and that they have had the opportunity to be actively involved. It has worked closely with tenants from a cross-section of the community, including the Housing Futures Customer Group and the Independent Tenants' Adviser, Engage Associates. The Council has listened to your suggestions about how to improve services and also recognised tenants' concerns and possible objections. These have been addressed within this proposal.

### How does the vote work?

The Council will only be able to transfer your homes if the majority of secure and introductory tenants who vote, vote 'yes' to this proposal.

Leaseholders are being invited to give the Council their views on the proposed transfer too, but they would not have a formal vote. A copy of this document with a special letter addressing their specific issues is being sent to leaseholders. Additional information for leaseholders is also found in Part 13.

**If you do not use your vote it does not count for or against transfer. It just means that your view has not been heard. It is very important to make your views known by using your vote.**

If there is a 'yes' vote and the Council decides to proceed with the transfer, it would then ask the Secretary of State to give consent for the proposed transfer. If this consent is given then the Council would go ahead and transfer its housing to the new-style Tristar Homes. The transfer would be likely to happen in late 2010 or early 2011.

### Where can you go for independent advice?

Tenants can get impartial advice about the transfer from the Independent Tenants' Adviser, Engage Associates. The tenants' Housing Futures Customer Group appointed Engage Associates to provide free, independent advice and information to all tenants and leaseholders throughout the transfer consultation.

Engage Associates is a very experienced Independent Tenants' Adviser. If you are concerned about any aspect of the proposal and want independent advice you should contact Engage Associates by telephoning them on 01845 537145. If your call is out of office hours please leave a message on the answer phone and they will return your call within one working day. Alternatively you can e-mail them at the address shown at the end of this document.

**See Part 17 for more useful contacts.**

### Your right to comment

The Council is committed to an open and detailed consultation process with its secure and introductory tenants, and you have a major role to play in the consultation.

The Council will consider any comments tenants and leaseholders make on the proposal. There is a card to help you make comments included in this document. Please send your comments in to reach the Council by midday on XXXXXXXX.

# Part 2

About the new-style Tristar Homes

# Tristar Homes

Succeeding Together



## 60 second summary

- The Council is proposing that the new-style Tristar Homes is transformed into a new, local, 'not for profit' social housing landlord and would form a new Group with Housing Hartlepool (an existing, neighbouring social housing landlord).
- The new-style Tristar Homes would be your new landlord and take on both the ownership and management of the Council's homes.
- The new-style Tristar Homes would be based in the Borough of Stockton-on-Tees and be run by a Board of Management; 12 voluntary, unpaid Board Directors made up equal tenants, Council representatives and independent people chosen for their skills and experience.
- The new-style Tristar Homes would register with the Tenant Services Authority (the new regulator for providers of social housing in England) and intends to register with the Charity Commission if transfer goes ahead.
- After transfer, the new-style Tristar Homes would continue to employ existing employees to provide day to day services.
- The new-style Tristar Homes would have a legally binding agreement with the Council to ensure all the promises contained in this document are met.

## What type of organisation would the new-style Tristar Homes become?

**The existing Tristar Homes would be transformed with the help of the Council to take over the ownership as well as the management of the Council's homes, if tenants vote in favour of transfer. It would become a 'not-for-profit' social landlord, registered with the Tenant Services Authority (TSA) which is the new regulator for social housing in England.**

The main aim of social landlords is to provide affordable rented housing for people in housing need. The new-style Tristar Homes would be a company limited by guarantee and a not-for-profit organisation, which means that all its income would have to be put back into providing and paying for housing and services to tenants in the Borough of Stockton.

Because it would not be run for profit – no dividends (payments to shareholders) could be paid out.

The new-style Tristar Homes would also intend to be a registered charity. One advantage of charitable status is that charities pay less tax, which allows them to make best use of their income for the benefit of their tenants. It would adopt the Council's current allocations policy, and operate the Choice Based Lettings scheme and would consult with tenants when developing that policy over time.

The new-style Tristar Homes would:

- Be committed to building communities and creating neighbourhoods in which people want to live.
- Be based in the Borough of Stockton-on-Tees which would be its main focus of operation.
- Be run by a Board made up of 12 Directors; four tenants, four people nominated by the Council and four independent local people.

- Have a general membership comprising 33% tenants, 33% independents and 33% Council (with a nominal 1% for the new group company). Therefore as a tenant you can be a member. The general membership would have powers to make decisions that are fundamental to the constitution and structure of the organisation, but do not take part in the day to day running of the organisation.
- In addition, Tristar Homes would nominate three Board Directors (including one tenant Board Director) to sit on the Board of the new-style Tristar Homes/Housing Hartlepool Group Company. This is the same number as Housing Hartlepool would be entitled to nominate, so the two organisations would have equal representation. There would also be three independent Directors on the Group Board.

### Why form a new housing group with Housing Hartlepool?

The new-style Tristar Homes would form a new housing group (as an equal partner) with another local housing landlord, Housing Hartlepool. The choice to form a group with Housing Hartlepool was made by the Joint Reference Group (made up of tenants, Council and employee representatives).

Housing Hartlepool is an established, high performing housing landlord with a focus on customer care and tenant involvement. The partnership would provide a number of benefits, such as increased buying power

#### TRANSFER FACT

The new-style Tristar Homes would form a new housing group with Housing Hartlepool.

which would help keep its costs down in running the housing service. The Joint Reference Group was confident that Housing Hartlepool's experiences in key services such as community regeneration and building new homes would assist the new-style Tristar Homes to become a successful new social housing landlord. Housing Hartlepool has also committed to building at least 100, much needed, affordable new homes in the Borough within two years of transfer. These new properties would be managed by the new-style Tristar Homes.

### Who would be on the Board of Tristar Homes and what would they do?

If transfer takes place the Board of Management would have overall responsibility for running the new-style Tristar Homes including setting policies and directing activities.

All Board Directors have the same voting rights on the Board as each other and have a duty to act in the best interests of the organisation. Details of the Board Directors Members are on page 20.

### How were the Board Directors chosen?

#### Tenant Board Directors

Every tenant and leaseholder of the Council had the opportunity to nominate themselves to stand for the Board. Adverts in the 'Your Home, Your Say' newsletter and adverts on the internet and local press were widely circulated to encourage tenants to put their names forward.

The four tenants were elected following a process of tenants completing an application

form outlining their skills and the experience they could bring. Successful candidates were appointed by a panel of other tenants (who did not wish to become Board Directors). The process was fair, open and democratic.

#### Council nominees

The Council has appointed its four Council nominees to the new-style Tristar Homes Board.

#### Independent Board Directors

The four independent people were chosen for the skills and professional experience they would bring. They are not connected with the Council. They have valuable financial and business expertise (not just in housing) to ensure the Board fulfils the Tenant Services Authority's strict guidance on how the organisation is run.

### Meet the Board Directors

#### Tenant Board Directors

##### Jackie Robinson

Jackie was born in the North East and at the age of 17 she joined the army and travelled all over the world. In 1977 she moved back to the region and settled in Thornaby where she met her husband, Alan. She has been actively involved with Tristar for several years and is a key member of several groups including customer liaison, choice based lettings and the editorial group. Jackie became a tenant member of the current Tristar Board in 2004.



##### Paul Thomas

Paul lives in Stockton and has been actively involved with the community since 1994. His involvement, initially at local level has progressed to borough-wide and regional level. Paul joined the Tristar Board in November 2009. Before joining the Board he was Vice-Chair for the Housing Futures Customer Group which was formed to help to shape the future of Tristar.



##### Vera Walker

Vera was born in Stockton and has been a Council tenant in the Stockton Borough for many years. She is a voluntary project worker and founder of Victoria House Community Centre and part of a strong team of volunteers. She joined the Tristar Board when the company was first established as the Council's Arm's Length Management Organisation in 2002.



4th Member – will be appointed by the time this goes to print. Narrative below to indicate space only (copy of the above)  
 X lives in Stockton and has been actively involved with the community since 1994. His involvement, initially at local level has progressed to borough-wide and regional level. X joined the Tristar Board in November of 2009. Before joining the Board he was Vice-Chair for the Housing Futures Customer Group which was formed to help to shape the future of Tristar. Paul Thomas

**Council nominees**

**Robert Gibson  
OBE**

Leader of the Labour Group, Councillor Gibson is Ward Councillor for Newtown and is Chairman of the Newtown Resource Centre Management Board and founder member. He is also a member of several committees including the Council's Planning Committee and Housing and Community Safety Select Committee. He was Leader of the Council for 17 years, Chair of Tees Valley Development Company for the four years of its existence and one time Chairman of the Housing Committee.



Committees including the Executive Scrutiny Committee, Health Select Committee, Housing and Community Safety Select Committee, Housing Member Reference Group and Tees Valley Joint Strategy Committee.

She has been a Director of the current Tristar Board since April 2009.

**Bill Woodhead**

Councillor Woodhead is Chairman of the Council's Licensing Committee, Chairman of the Commemoration Working Group and Vice Chairman of the Housing Review (Introductory Tenancies) panel. He is also a member of the Council's Environment Select Committee, Executive Scrutiny Committee, Housing and Community Safety Select Committee and is a member of the Cleveland Fire Authority.



He is the Ward Councillor for Fairfield, where he has lived for most of his. He joined the current Board of Tristar Homes when it was first established in 2002.

**Independent Board Directors**

**Stan Irwin**

Stan's career started with British Gas where he worked mainly on large building and engineering contracts. For the last 25 years, before he retired, he worked in health, mainly as Director of Finance of different health bodies, ranging in size from £200 million to £500 million turnover.



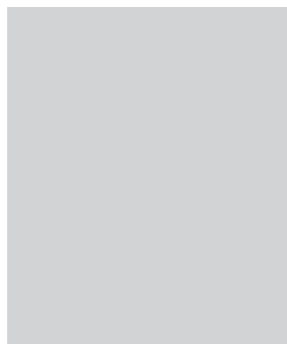
**Tina Large**

Councillor Large has been involved in voluntary work since 1999, which she finds very rewarding. She has been on Thornaby Town Council for the last few years and is Ward Councillor for Mandale and Victoria. She is on the Council's Planning Committee, Licensing Committee, Stockton Home Safety Association and is the Vice-Chair of the Executive Scrutiny Committee. She is also a member of the Stockton Renaissance Eastern Area Regeneration Partnership Board.



**Liz Nesbitt**

Councillor Nesbitt is Chairman of the Council's Housing Review (Introductory Tenancies) panel and sits on several



He was Director of Finance for North Tees and Hartlepool NHS Trust for 13 years. Stan has also been a Director of Estates and Facilities Management.

**Geoff Lee**

Geoff is a retired Police Chief Superintendent, formerly with Cleveland Police. He has been an independent Director with Tristar Homes from the date of establishment in 2002 and the Board's Equality and Diversity Champion



He is Managing Director of Fairmeadow Services Ltd, providing services to the police, fire and rescue services and other public service and community safety partners. He currently chairs the Safer Stockton Partnership and also volunteers for the governing body of Stockton Sixth Form College and the Youth Offending Service Panel.

**John McDougall**

John is a Chartered Engineer who worked for nearly 30 years for WS Atkins Consultants Ltd becoming their Managing Director in 1991.



He is a Director of Darlington Building Society and Chairman of Darlington Homes. John has held positions on the boards of the Tees Valley Development Company, Northern Business Forum and the University of Teesside.

John joined the current Tristar Board when the Company was established in 2002.

**Mohamed Shauq**

Mohamed graduated with a B.Sc (Electrical Engineering) degree in 1967 and joined International Research and Development Engineering in Newcastle-Upon-Tyne, working on Super Conductivity Projects. He then moved to Westinghouse London to work on Automation Projects. Mohamed moved back to Teesside to assist his wife in the running of a Newsagent and General Retail Trade Business. He also established his independent Electronic Development Consultancy.

He was a school governor between 1980 and 1988 and was appointed as a Justice of the Peace (Magistrate) to the Teesside Petty Sessional Area in 1984. Since then he has regularly taken the chair in both Criminal and Family Proceedings Courts.

**Would the Board Directors get paid?**

No. Although the Tenant Services Authority allows a reasonable payment, and although some of the current posts in the existing Tristar Homes' Arm's Length Management Board are paid, no payment is proposed for Board Directors of the new organisation. The Board of the new social housing organisation has been recruited to serve on a voluntary basis.

However, Board Directors can claim reasonable out-of-pocket expenses incurred in carrying out their duties (for example travel expenses) and upon production of receipts.

**TRANSFER FACT**

The board would not get paid any out of pocket expenses.

### If transfer goes ahead, how would Board Directors be chosen in the future?

The initial Board Directors would be able to serve until at least the first annual general meeting (AGM) of the association after the transfer takes place (likely to be in 2011). At that time, and each subsequent AGM, the tenant, leaseholder and independent Board Directors would retire on a rotational basis. This would provide continuity and a process for gradual renewal of the Board.

Council Board Directors would be chosen by the Council and would remain as Board members for as long as the Council decides.

Tenant Board Directors would be selected by tenants and details of the process would be widely advertised.

Independent Board Directors would be elected at an Annual General Meeting and chosen for their skills.

### What are the core values and objectives of the new-style Tristar Homes?

#### The Mission Statement

*“Working in partnership to provide quality homes and services in safe and sustainable communities.”*

The new-style Tristar Homes would aim to offer the best possible standards and service to its tenants and would apply the following

#### TRANSFER FACT

You would see the same familiar faces. Existing Tristar Homes would continue to provide the housing service.

values to all that it does. The organisation is committed to being:

- Responsive to customers’ needs and expectations
- Passionate about people
- Building for the future through excellence and innovation
- Professional and accountable

The organisation has adopted the following objectives which are to:

- I. Secure appropriate investment to fund property and external environmental investment works.
- II. Regenerate and rejuvenate our neighbourhoods (deliver sustainable communities).
- III. Meet the housing needs of the Borough (improve and increase the supply of affordable housing options for our tenants and residents).
- IV. Meet the key national and local agendas.
- V. Ensure rents provide value for money (for both new and existing tenants).
- VI. Protect tenants’ rights.
- VII. Provide a ‘local’ housing management and presence.
- VIII. Ensure good communication structures with tenants.
- IX. Deliver opportunities for ‘real’ involvement, participation and influence at all levels.
- X. Ensure continuous service and quality improvement.

### What would happen to Tristar Homes employees if transfer goes ahead?

After transfer, the same people who are currently employed by the existing Tristar Homes would continue to provide the housing service on a day-to-day basis for the new-style Tristar Homes.

This includes employees who deal with the management and maintenance of homes, such as housing office teams and repairs operatives as well as other existing employees currently employed by the existing Tristar Homes.

This means you would continue to deal with people you know. This would ensure continuity of service for tenants and means the organisation would have a skilled and experienced workforce to rely on.

The new-style Tristar Homes would set out to be an employer that people would want to work for. It would aim to: retain and attract quality employees, provide comprehensive training programme and development programmes and a commitment to the expansion of apprenticeship and local employment schemes.

### Who would regulate and inspect the new-style Tristar Homes?

The Tenant Services Authority (TSA) is the new, independent, Government appointed body that regulates all providers of social housing. The TSA:

- Has established a national regulatory code to which all social housing organisations must comply. The TSA would check that the new-style Tristar Homes met this standard and that tenants’ rights are protected, services are of a high quality

and the organisation is financially sound and well managed.

- Wants to see tenants setting local standards with their landlords and having a role in monitoring and scrutinising what happens.
- Monitors the performance of social housing providers to ensure these expectations are met.
- If the new-style Tristar Homes did not meet these expectations, the TSA has extensive powers to step in and make sure things are put right and tenants and leaseholders are protected.

The finances of the new-style Tristar Homes would also be monitored by external auditors who would be appointed if transfer takes place. This means that there would be safeguards in place to prevent the organisation getting into financial difficulties.

In addition, the Audit Commission (through its Housing Inspectorate) would have a role in checking the standard of service delivered by the new-style Tristar Homes and other social housing organisations. In addition it would also be regulated by the Charity Commission.

### Working closely with the Council

There would be a formal and legally binding contract between the new-style Tristar Homes and the Council. This agreement would allow the Council to make sure that promises made to tenants by the Council in this document are kept. If there was any suggestion of the organisation failing to honour the promises, the Council could enforce them.

# Part 3

Improving and repairing your home



## 60 second summary

The new-style Tristar Homes would:

- Have a budget of around £103 million to invest in improving tenants homes over the first five years and in excess of £407 million over 30 years.
- Plan to bring all homes up to the Tristar Standard within five years – the standard tenants have told us they want and maintain this standard in the future.
- Have a budget of around £13 million in the first five years to make environmental improvements such as fencing/gates, lighting and security improvements.
- Introduce an improved repairs service offering additional appointments including early evenings and Saturdays – making the service more accessible.
- Implement a compensation scheme when repair appointments are not met.
- Offer a decorating service for either new or transferring elderly and disabled tenants – to help them settle into their homes quickly.



## What is the Tristar Standard?

**The current Decent Homes standard is modest and does not tackle some of the improvements to the homes and estates that tenants have told the Council are needed. The Decent Homes standard also does not currently include environmental works like fencing or security and it does not require works to communal areas or lifts.**

Tenants have told the Council that the Decent Homes standard was not a standard of improvement that they have aspired to. They felt it was too basic and did not tackle some of the improvements to their homes and estates that they felt were needed.

If transfer goes ahead, the new-style Tristar Homes would improve and then maintain

the quality of your home. The programme of improvement works would concentrate on ensuring your homes are warm, energy efficient and safe, bringing them all up to a modern Tristar Standard and maintain this standard.

The Tristar Standard is the name for the standard that the new-style Tristar Homes would provide if transfer goes ahead. It has been developed by tenants for tenants. It has been shaped to ensure that essential maintenance works are continued; that there is a consistent property standard across the Borough; and to provide improvements and investment in areas that tenants have said are a priority. As a result, in the early years the new-style Tristar Homes would plan to:

- Invest around £103 million to improve your homes over the first five years and £407 million over 30 years.

- Install double glazing (doors and windows) in every home if it is not already installed - within the first three years of transfer.
- Replace the oldest bathrooms, kitchens and heating systems first – within the first five years of transfer.
- Start a programme of environmental improvements following consultation with tenants. Spending £13 million within the first five years of transfer.

In summary, Tristar Homes expects to have £ 103 million to invest in improvements to your homes (and the environment) in the first five years after transfer. Over the same five year period the Council currently expects to be able to spend only around £29 million, this will not be enough to maintain the basic level.

The table below shows how many homes could be improved in the first five years by the new-style Tristar Homes if transfer goes ahead, compared to how many homes would be improved if things stayed as they are now:

	Staying with the Council ('No vote')	Transferring to become a tenant of the new-style Tristar Homes ('Yes vote')
Components	Number of properties (approximate) improved in the first five years	Number of properties (approximate) improved in the first five years
Double glazed windows (where needed)		
External Doors (where needed)		
Kitchen replacements or improvements		
Bathrooms replacements or improvements		
Central heating upgrade		
Environmental improvements		
XXXX		
XXXX		

### How could the new-style Tristar Homes afford to bring the homes up to the Tristar Standard when the Council cannot?

If the homes are transferred to the new-style Tristar Homes, it would be governed by different financial rules than those that apply to the Council.

The new-style Tristar Homes would have more freedom than the Council currently has to borrow the money needed to bring all the homes up to the Tristar Standard and to keep them that way in the years to come.

It would be able to borrow the money needed from banks and building societies based on a solid 30 year business plan, which would set out how the money would be paid back. The business plan would be checked by the Tenant Services Authority, the Government's new regulator of registered providers of social housing, to ensure everything is affordable and provides value for money for tenants.

Most importantly, the business plan would have to ensure that the new-style Tristar Homes is able to deliver the promises set out in this offer document while keeping its rents affordable.

### Would tenants be consulted about work to their homes?

Yes. The new-style Tristar Homes would consult all tenants individually on improvement works to their homes including where there are special needs or specific requirements.

Tenants would usually be able to exercise choice as to whether to have work done in their homes, unless there were health and safety issues or work required to the outside of their home or work that is required to repair their neighbours' home. If, for example, a tenant has

installed their own kitchen or bathroom and they did not want to change it, they would not be pressured into having the work done unless health and safety reasons exist.

### Would tenants pay extra for these improvement works?

No. There would be no extra charge for the improvements carried out to tenants' homes.

### Who would do the improvement works?

The new-style Tristar Homes would have its own workforce. However, the improvement programme, as well as the catch-up repairs and planned maintenance, would be done by a combination of carefully selected contractors and the organisation's own workforce.

### Making estates pleasant, attractive and safe places to live

We know from listening to tenants how important it is for them to live in pleasant and well kept estates and neighbourhoods. At present the Council has very little money to spend on things like fences and better parking provision. The new-style Tristar Homes would invest £13 million on environmental improvements in the first five years.

To ensure that money is spent wisely and on what matters most to tenants, the new-style Tristar Homes would consult individual tenants and customer groups (including the 'Reaching

#### TRANSFER FACT

The new-style Tristar Homes would have the money to bring homes up to the Tristar Standard.

Out Area Panels') to establish priorities for each neighbourhood and agree the best way to deliver them, including the use of open spaces and communal areas.

Examples of the improvements that could be provided include: security lighting, new fencing and additional parking facilities.



### What would be the plans for the repairs service?

The new-style Tristar Homes would be committed to ensuring that the in-house workforce maintains a central role in providing a quality day-to-day repairs service and planned maintenance service after transfer and would continue to provide a 24 hour emergency service 365 days a year.

If transfer goes ahead the new-style Tristar Homes would also plan to:

- Simplify the current repair categories, by the introduction of two categories covering all types of repairs including those covered in Right to Repair:
  - Emergencies (same day make safe or repairs)
  - Appointments (an appointment would be made within 20 working days from the day the repair is reported).
- Provide a 'priority' repair service for older and more vulnerable tenants.
- Extend appointment time periods to include evenings and Saturdays.
- Pay compensation if a second repair appointment is missed.
- Introduce a Handyperson service for all tenants to carry out minor jobs which are the tenant's responsibility (the only charge would be for materials).

### Ensuring the effective delivery of the repairs and maintenance service

The new-style Tristar Homes is committed to involving tenants in both the monitoring of the repairs and maintenance service and the increased investment in homes and neighbourhoods by:

- Having a Service Improvement Group, made up of tenants, that monitors the delivery of the repairs and maintenance service and recommends or decides changes for implementation. This Group would also:
  - Contribute to discussions about the programming of works.



- Help specify work that is needed (including the range and choices of colour schemes and products that would be offered), be involved in the tendering process and selection of contractors.
- Advise on how best to communicate with tenants about works planned for their homes.
- Participate in the evaluation and monitoring of both service and contractor performance.
- Assist with the development of a code of conduct and service standards for employees.

The new-style Tristar Homes would also:

- Promote local training and employment opportunities both within the organisation and with contractors.
- Publish details of work programmes giving time for tenants to make any necessary arrangements.
- Integrate energy saving works into planned improvements.
- Involve tenants in prioritising and programming estate improvements through the Reaching Out Area Panels (ROAPs).

### Planned Maintenance

The new-style Tristar Homes would have a maintenance programme to help ensure homes and estates are well maintained. There would be a commitment to:

- Every six years inspect the state of external paint work, and if appropriate, either continue with the programme of external painting or replace them with PVC doors, guttering and fascias to reduce future maintenance costs.
- Maintaining appropriate 'open spaces' on estates and ensuring that trees and shrubs are trimmed regularly.

### What would happen if tenants vote 'no' and homes stay with the Council?

The Council would continue as best it could to fund the current day-to-day repair service, but additional improvements would cease as they are not required by the Decent Homes Standard.



# Part 4

## High and medium rise flats



## 60 second summary

The new-style Tristar Homes would:

- Invest £11 million in improvements to high and medium rise flats in the first five years.
- Continue to support the Concierge Service and provide opportunities for customers to review this service.

## High and medium rise flats

Many tenants live in flats which are part of a block and have shared entrances and communal areas. It is recognised that service improvements and the investment programme would improve individual homes but importantly would also improve the communal areas and security of the individual blocks.

Customers' safety will be a key priority for the new-style Tristar Homes and the organisation would work closely with the Fire Brigade and other agencies to ensure that safe systems are in place and regular checks are made.

The new-style Tristar Homes would work with tenants and leaseholders to ensure that the best value for money and high quality services are provided.

### What about the concierge service?

The new-style Tristar Homes would continue the Concierge Service in the high rise blocks, ensuring that people feel safe in their homes and that high standards of customer care continue to be part of the service offered.

### What improvements would there be?

Having listened to the views of tenants, the new-style Tristar Homes would commit to introducing a number of improvements for both high and medium rise flats. These include:

- An investment programme of £11 million over the next five years – this includes renewing lifts; carrying out essential health and safety work; improving heating systems; improving security and ensuring access is suitable for disabled customers and their visitors.

- A programme to update or provide new security systems for the entrances to medium and high rise blocks.
- Programmes for internal decoration and the replacement of carpets in communal areas.
- Environmental improvements to the entrances and landscaped areas.
- Work with tenants to review options for up-grading TV systems.
- A review of car parking arrangements.
- An enhanced service improvement group working to improve services and linking with the Customer Panel.
- Improved disabled access around high rise buildings.
- Introducing, in agreement with the tenants/residents of individual blocks of flats, a communal stairway cleaning service (subject to an additional service charge, based on the actual cost of the service).



# Part 5

Tackling anti-social behaviour and crime



## 60 second summary

The new-style Tristar Homes would:

- Be committed to preventing and tackling anti-social behaviour.
- Provide support for tenants outside of office hours by making available a 24hour/7day week reporting facility.
- Provide additional resources to ensure there are employees in each housing team to provide expert advice and support on anti-social behaviour.
- Work closely with the Council's multi-agency Anti-Social Behaviour Unit and the police to resolve more serious cases and to identify local solutions to local problems.
- Have an Improvement Group to review the effectiveness of the existing policy and procedures and agree improvements.



## Your right to a peaceful environment

**All tenants have the right to live peacefully within their home and enjoy their surrounding area. No tenant or a member of their household should be expected to suffer from any form of harassment or anti-social behaviour whilst in their home or neighbourhood.**

### How would the new-style Tristar Homes deal with anti-social behaviour?

The new-style Tristar Homes would be committed to introducing further improvements in the way in which anti-social behaviour is tackled.

These would include:

- Aiming to respond to all incidents within 24 hours.

- Giving clear information and practical advice on what tenants can do to help deal with anti-social behaviour and providing access to a wide range of options to support to those who suffer anti-social behaviour.
- Additional resources to ensure there are employees in each housing team who can provide expert advice and support on anti-social behaviour.
- Using 'starter' tenancies for new tenants for the initial 12 months of their tenancy. This would help the organisation to more easily evict tenants carrying out acts of anti-social behaviour or harassment.
- Having clauses in the Tenancy Agreement to deal with anti-social behaviour, racial and other harassment, noise and nuisance and ensuring that all tenancy conditions and the potential consequences of breaching the conditions of the Tenancy Agreement are fully explained to new tenants before they move in.

- Using all its available legal powers to combat anti-social behaviour. The new-style Tristar Homes would, if appropriate, take action to resolve anti-social behaviour problems. It would ask courts to evict tenants or seek Anti-Social Behaviour Orders, injunctions or demotion orders or other appropriate legal sanction. Tenants guilty of unacceptable behaviour would lose some of their rights and privileges that they enjoy as assured tenants, for example, the Preserved Right to Buy.
- Using enhanced CCTV as appropriate.
- Taking early and firm action against tenancy breaches which blight neighbourhoods or cause nuisance to others, such as noise, untidy gardens and car repairs.
- Having a clear, understandable anti-social behaviour policy.
- Publicising easy to understand service standards.
- Working with tenants, residents, the Council, Police, the Youth Offending Service and other agencies to identify local solutions to local problems, such as environmental and physical improvements.
- Providing access to independent mediation support in appropriate cases.
- Encouraging reporting of anti-social behaviour, with full support for victims and complainants.
- Referring tenants (where appropriate) to a Tenancy Support Service that aims to help vulnerable tenants keep their tenancies and working in partnership with the Family Intervention Project to help support positive behaviour.
- The use of Family Intervention Tenancies.
- Encouraging tenants' and residents' associations to establish Neighbourhood Watch schemes.
- Financially supporting Junior Neighbourhood Watch schemes.
- Developing a Service Improvement Group which would include tenants, the Council, Police, the Youth Offending Service and other agencies to concentrate on reviewing the existing policy and procedures and their effectiveness, and agreeing ways in which they could be improved.

### What additional crime prevention measures would be carried out?

The new-style Tristar Homes would carry out security improvements to homes and estates in consultation with tenants. These could include installing secure doors and window locks to homes, providing security lighting and upgrading door entry systems, CCTV, fencing and street lighting improvements and providing better protection for communal areas intended for the use of residents only.

The new organisation would continue links with the Safer Stockton Partnership to work on measures to reduce crime and promote positive citizenship in schools.

### What would happen if tenants vote 'no' and homes stay with the Council?

The Council recognises that this is an important issue for many tenants, and would try to maintain the existing levels of service. However there would be no additional funding for security or estate improvements or increased anti social behaviour services.

# Part 6

## The rent and other charges you would pay



## 60 second summary

- Rents would stay affordable and tenants would not pay more in rent than they would if homes stayed with the Council.
- All tenants' rent money would stay with the new-style Tristar Homes including almost £9 million currently paid to the Government.
- Your entitlement to claim Housing Benefit would not be affected by transfer.
- There would be no hidden service charges and no hidden increases. Service charges would only recover the actual cost of providing the service.
- The home contents insurance scheme would continue.
- Tenants would continue to pay water and sewerage charges with their rent.

## Would tenants' rents stay affordable?

**Yes. Tenants would not pay any more in rent than they would if homes stayed with the Council.**

As with the Council, the first rent increase by Tristar Homes would be due in the April after transfer.

**The Government has a policy for rents that the new-style Tristar Homes would follow. This is to ensure that:**

- Rents for social housing remain affordable and well below rents set by private landlords.
- The calculation of rents for social housing is fair and easy to understand.
- There should be a closer link between the rents tenants pay and the quality, size and location of their homes.
- There should be no significant difference between the rent set by Councils and other social housing providers such as Tristar Homes. For example, a tenant renting a similar home, in the same area from the Council would pay a similar rent as a housing organisation tenant.

The Government has developed a formula for working out the rent levels for each type of property (called a 'target rent'), which reflects its location, value, number of bedrooms and the local average earnings compared with the national average earnings. This system of target rents applies nationally to all social housing properties.

The Government also says that rent should move steadily towards target levels but with annual increases limited to inflation (RPI) plus 0.5% plus £2.00 per week.



After target rents have been reached, the new-style Tristar Homes' Business Plan is based on limiting annual rent increases to no more than inflation plus 0.5%, which follows current Government policy. This is the same as it would be with the Council. **It would be the new-style Tristar Homes' policy to keep all rents at affordable levels.** The Tenant Services Authority, a Government appointed body set up to regulate and supervise all providers of social housing, has powers to ensure that it does.

### What about Housing Benefit?

Transfer would not affect tenants' entitlement to claim Housing Benefit. Housing Benefit applications would still be made to the Council and advice on Housing Benefit would continue to be available at both Council and Tristar Homes' offices.

The new-style Tristar Homes would work with the Council's Housing Benefit team to ensure the speedy payment of Housing Benefit. Tenants would be able to have Housing Benefit paid directly into their rent accounts in the same way as it is now with the Council.

Any service charges such as the concierge charge which are met by housing benefit would continue to be met.

### Supporting People Services

Tenants who currently receive the service of Care Call in their homes would continue to be charged for this service weekly, with their rent, with any Supporting People Grant entitlement being paid (as with the Council) directly to their rent account.

### What would happen to service charges?

There would be no hidden service charges, or hidden increases. The new-style Tristar Homes would only consider introducing new services charges for existing tenants where they relate to additional services to those already provided.

Any new service charge would only be applicable to those tenants who receive the service. Any new service would only be introduced following consultation with the tenants who would benefit from the new service.

Service charges are subject to Government guidance which currently states that annual increases should be no more than inflation plus 0.5%. The new-style Tristar Homes would be subject to this guidance. The new-style Tristar Homes could not make a profit from the service charges that it applies, and would only cover the cost of the service that it provides.

Service charge increases would usually occur once a year and would normally occur at the same time as increases in rent.

### What about the four non-payment weeks, would this continue?

Yes. The new-style Tristar Homes would continue to operate four non-payment weeks per year, when there is no rent to pay. As with the Council, if you are in arrears you would still be required to pay your rent to help reduce your arrears during the 'non-payment' weeks.

### What would happen to the home contents insurance scheme?

The new-style Tristar Homes would continue with the present scheme and would ensure that future tenants also have access to the insurance scheme in future.

### What about water and sewerage charges?

The new-style Tristar Home would continue with the current arrangements for collecting water and sewerage charges with the rent. This would be subject to future agreements with the water authority.

### What would happen to garages and garage sites?

Where garages or garage sites are let as part of the housing service, they would be owned and managed by Tristar Homes. If you pay for a garage or garage site, you would continue to do so, but your payments would be to the new-style Tristar Homes.

#### TRANSFER FACT

The difference with transfer is that you would get more for your money.

### What methods could tenants use to pay their rent?

The new-style Tristar Homes plans to continue with current methods available for tenants to pay their rents and other charges including rechargeable repairs and home contents insurance. It would regularly review these methods and look at new more convenient ways for tenants to pay their rent. Like now tenants would receive regular rent statements and be fully consulted about methods available to pay rent and other charges.

### What rents would new tenants pay?

New tenants would be charged the same rents as existing tenants.

### What about rent arrears?

Tenants' rent pays for the housing service, investment in homes and repayment of loans to help finance this investment. The new-style Tristar Homes believes it is not fair to those tenants who do pay their rent on time, to allow a minority not to do so. It would have a firm but fair policy on rent arrears. However, it also realises that some tenants sometimes have financial difficulties and would provide help and support, sometimes through other agencies to help tenants resolve any problems.

When non payment of rent does happen the new-style Tristar Homes would contact tenants as soon as the problem occurs and arrangements would be made for them to pay their arrears.

The policies on rents and arrears would be clear so all tenants could understand what is expected of them. The organisation would only use similar grounds for eviction for rent

arrears for existing tenants as those that are available to the Council. This is to make sure your rights to live in your home match as closely as possible those you have now with the Council.

As a last step, the new style Tristar Homes, like the Council, could take court action to end a tenancy. This would only normally be done, for example, when a tenant has not kept to an agreement to pay off the debt.

If the transfer goes ahead, tenants' rent arrears will transfer to the new-style Tristar Homes. Any tenant who owes rent to the Council would owe that debt to the new-style Tristar Homes.

### What help and support would be provided

Tristar staff would be trained in arrears and debt management, money and benefits advice so they can give advice to tenants to try and prevent problems occurring and support those households who are in difficulty. There would also be a specialist Money Advice Officer. New tenants for example would be offered help and support regarding household finances and Housing Benefit.

The organisation would also work with a range of agencies that can provide tenants with advice. The new-style Tristar Homes would also deliver joint benefit take-up campaigns to ensure that all customers receive their full benefit entitlements.

# Part 7

## Delivering better local services

Photo yet to be shot and supplied

## 60 second summary

The new-style Tristar Homes would plan to:

- Introduce a Handyperson for all tenants to carry out minor jobs which are the tenant's responsibility. If a tenant opts to make use of this service only the cost of materials would be charged.
- Provide an improved repair service offering early evening and Saturday appointments.
- Work with tenants and tenants' groups to agree priorities at a local level to spend the £13 million environmental improvement budget.
- Expand the range of services to support tenants though money advice, help when first moving into a new home and offer employment and training advice.
- Work with and listen to tenants at a local level.
- Develop with tenants' new ways of accessing services, for example, on line rent accounts and reporting of repairs.



## Providing the housing services

The new-style Tristar Homes would commit to maintaining and improving existing housing management services. It would continue to provide locally based services within the Borough of Stockton, ensuring that tenants have access to advice and assistance on:

- Rents (see Part 6).
- Tenancy management and tenancy conditions including anti-social behaviour (see Parts 5 & 15).
- Day-to-day repairs and improvements to your home (see Part 3).
- Home management skills including money advice, training and employment opportunities, access to benefits and general support with the help of other agencies.

### Accessing services

Below are the ways in which tenants can access services that would continue after transfer:

- 'Golden' telephone number (tel. 0844 736 0007)
- Face to face at our local neighbourhood offices
- Website ([www.tristarhomes.co.uk](http://www.tristarhomes.co.uk))
- E-mail, SMS texting and facebook.

### Housing Offices

The new-style Tristar Homes would continue to provide locally based services from neighbourhood offices and would, as opportunities arise, share premises with other organisations that also provide services for tenants.

The local service would be enhanced, where appropriate, by local surgeries and drop-in sessions at community buildings and other venues.

The new-style Tristar Homes would continue to talk to local tenants about services and access to its offices. No changes would be made without tenant support and agreement.

### A better service

The new-style Tristar Homes would continually look to improve its services. Improvements include:

- A new Customer Involvement structure where tenants not only work with the organisation to improve services but they take a new and stronger role in regulating the effectiveness and quality of the services provided (see Part 8).
- An improved repair service offering appointments for all repairs (not just emergencies) and providing a priority service for tenants over 65 or who have a disability.
- Undertaking estate walkabouts every three months, inviting tenants to identify local improvements that need to be made.
- Ensuring tenants know who to contact with any problems, from their local Patch Manager responsible for their area through to the tenants' representatives who are part of the local Reaching Out Area Panels (ROAPs).
- Offering all tenants the opportunity of a home visit - visits will focus on providing practical advice and support on a range of issues including benefit advice and fuel costs etc.
- Expanding the resources available to effectively tackle anti-social behaviour alongside partner agencies.
- Providing tenants with information about the housing service on a regular basis through regular Borough-wide and local newsletters.
- Producing a new, comprehensive tenant handbook in an easy read format.
- Expanding the existing Caretaking Service

to increase the support to tenants and carry out more communal area checks.

- Continuing to carry out 'customer feedback surveys' for every tenant leaving their home or transferring to another property to help identify improvements in the home, the area, or services that need to be addressed.
- With tenants, review the standards for the grounds maintenance service and identify potential service improvements, for example; grass cutting for communal areas, picking up grass clippings, trimming of shrubs in communal landscaping and autumn leaf collection.
- Making funding available to 'support positive youth' through a range of engagement initiatives. The new-style Tristar Homes would promote intergenerational projects helping generations connect and promote cohesion.

### Customer comments, suggestions and complaints

The new-style Tristar Homes would recognise that complaints and feedback from tenants form a crucial part of the continuous improvement process.

A published complaints policy and procedure would explain to tenants how complaints can be made, how they would be processed and how quickly they would be informed of the outcome.

#### TRANSFER FACT

The new-style Tristar Homes would continually look to improve services.

The new-style Tristar Homes would also become a member of the Independent Housing Ombudsman Scheme. If a tenant wanted to take their complaint further they could refer the matter to the Independent Housing Ombudsman. The new organisation would comply with recommendations made by the Independent Housing Ombudsman after investigating a complaint.

Tenants would also be able to contact one of their local Councillors or their MP, in the same way as they can now.

### Finding out what tenants want

The new-style Tristar Homes would welcome feedback from tenants and leaseholders and would use it to identify any service weaknesses and future improvements.

It would also carry out regular satisfaction testing to find out how tenants think it is doing. These would include: surveys, telephone interviews or postal questionnaires, mystery shopping or slips returned on individual repairs.

The organisation would establish a scrutiny (regulatory) role for its tenants in the Customer Involvement Structure (see Part 8); ensuring tenants have a central role in monitoring the quality of services and requesting reviews in areas of importance to them. Service reviews would be agreed with tenants along with the methods to be used to test service quality and improvement. Feedback would be provided to tenants together with plans to improve services.

The new-style Tristar Homes would, through its satisfaction testing and customer contact visits, ensure it knows the views of all tenants and their aspirations for the future.

### Equality and diversity

The new-style Tristar Homes is committed to treating all employees, tenants and leaseholders in a way that takes account of their individual needs. Following discussions with various groups of tenants, leaseholders and staff forums the association would be committed to:

- Implementing and regularly reviewing the Equality and Diversity Policy,
- Ensuring that all employees and tenant representatives are trained within one year of transfer in providing services to tenants that take account of their individual needs.
- Nominating individual members of staff and the Board Directors to 'champion' the needs of tenants with disabilities, people from Black and Minority Ethnic (BME) communities, younger people and older tenants as well as considering any needs associated with tenants' gender, faith and sexuality.
- Establishing a tenants' Special Interest Group, which would concentrate on service delivery to tenants with disabilities and those from BME backgrounds.
- Working with the Council to ensure that the allocation of homes reflects the diversity of the Borough.
- Aiming to develop a workforce that is representative of the communities it serves.

#### TRANSFER FACT

Feedback from tenants and leaseholders would be used to improve the service.



### Equal access for all

The new-style Tristar Homes would be a customer focused organisation, tailoring services to ensure all tenants can readily access the service irrespective of age, gender, race, disability, sexuality or faith.

To make sure that this is achieved the organisation would:

- Ensure that appropriate methods of communication are used, based on tenants' individual needs, for example large print, Braille, on audio tape or computer disk, on line and in other languages.
- Continue to provide services for tenants who are hearing impaired including a British Sign Language interpreter if necessary.
- Ensure tenants with English as a second language can access the services they need through an interpreter or translation service as required.
- Work closely with Black and Minority Ethnic communities to take into account their housing needs when developing services in the future.

- Ensure its offices are accessible by those with a physical disability.
- Offer home visits and same gender interviews where required.
- Work in partnership with the Council and other agencies to help ensure that homeless, vulnerable and other excluded groups are able to access the accommodation and services they need.
- Ensuring that people with disabilities and those from BME backgrounds are encouraged to apply for employment with the organisation and receive appropriate support, training and advice if appointed.

### What would happen if tenants vote 'no' and homes stay with the Council?

With the funding available the Council would continue via the existing Tristar Homes, as an Arms Length Management Organisation, to deliver current services, within current service standards. However it would not be able to fund additional service improvements.

# Part 8

Involving you in running the service



## 60 second summary

The new-style Tristar Homes would:

- Recognise tenant and wider customer involvement as a central function to all services and expand existing tenant and customer involvement structures.
- Encourage and support tenants, to get involved in the management of their homes and neighbourhoods at a level that suits them best - from taking part in tenant inspections, to applying to become a Board Director, or by becoming a member of Tristar Homes.
- Develop a co-regulation approach with tenants scrutinising both performance and service quality.
- Increase its dedicated budget for the local Reaching Out Area Panels – making sure local people can make decisions about the areas where they live.
- Work closely with special interest groups and communities such as disabled persons and their carers, local people from BME (black and minority ethnic) backgrounds and young people.



## Would the new-style Tristar Homes continue to involve tenants and customers in the running of the service?

Yes. The new-style Tristar Homes would be committed to genuinely involving tenants in the running of the housing service. It would commit additional resources to facilitate this and document these proposals in a new Customer Involvement Strategy. The new-style Tristar Homes would:

- Offer a variety of ways for more tenants to get involved, in a way that suits them best.
- Listen to tenants' and customer views and respond to them.
- Ensure individuals have opportunities to influence the decisions made about their homes and neighbourhoods.

- Establish through the Involvement Structure a co-regulatory approach that is supported by the Tenant Services Authority (TSA). Ensuring tenants have a more active role in monitoring both the performance of the organisation and the quality of the service.
- Invite feedback on services and proposals.
- Commit more money to the Reaching Out Area Panels – this would mean local tenants are given resources to address local priorities.
- Support the Reaching Out Area Panels to produce their own newsletters for their local communities.
- Provide a dedicated office space and IT facilities for involved tenants.

### TRANSFER FACT

Tenants would be at the heart of decision making.



- Hold 'Keeping you in Touch', Open Day events and Tenants Awards and other informal opportunities for tenants/customers to gain information and be consulted.
- Provide timely and appropriate feedback after consultation has taken place.

### How would the new-style Tristar Homes involve young people?

The new-style Tristar Homes would work in creative ways (for example, social networking sites and other IT based technology) to involve young tenants and young families in decisions made about their homes and neighbourhoods and would hold family-friendly events with provision for child care.

### How would the new-style Tristar Homes provide information on involvement?

The new-style Tristar Homes would be active in publicising its activities and the ways in which you could get involved. It would produce and distribute general and local newsletters to all tenants at least three times a year. It would also produce an annual report detailing how services have performed and what impact tenant/customer involvement has had on services.

It would produce a new updated tenants' handbook setting out the services available and the main contact points. This would also give tenants more information about their tenancy and the organisation's policies.

### How could tenants get involved in the new-style Tristar Homes?

There would be a wide range of ways in which tenants could become involved:

- Becoming a Board Director of the organisation or being co-opted onto one of its committees.
- Participating in a local Reaching Out Area Panel and becoming involved in your local housing service and community issues.
- Joining the Customer Panel. The new-style Tristar Homes would be committed to building upon the excellent work undertaken by the Housing Futures Customer Group and therefore proposes to evolve this Group post transfer, to become the Customer Panel.
- Getting involved in specific interest groups. These groups would examine services for specific customers such as tenants with disabilities or those from a Black and Minority Ethnic community.
- Attending one of the regular 'Keeping You In Touch' events, open days and/or other similar events.
- Responding to satisfaction surveys in newsletters, on the website and in the Annual Report.
- Becoming a customer inspector, mystery shopper or tenant regulator - to test and monitor performance across the organisation and in the neighbourhoods managed by the new-style Tristar Homes.
- Becoming a customer editor – assessing and commenting on documents before they go out to tenants and customers to ensure they are in 'Plain English'.

- By attending joint estate inspections and feedback to the organisation about your neighbourhood and local environment.

### Would tenants be offered training and support if they wanted to get involved?

Yes. The new-style Tristar Homes would provide training and would also provide ongoing support to enable all tenants to get involved at all levels of the organisation.

### Becoming a member of Tristar Homes

The new-style Tristar Homes would encourage all tenants and leaseholders to become members of the organisation.

Membership would be open to all tenants and leaseholders over the age of 16. Where there is a joint tenancy each joint tenant can become a member. Members would have a role to play in helping shape the key strategies and policies of the new organisation that directly affect tenants and leaseholders, with each member having a vote.

Members would be able to exercise their right to vote at events such as the Annual General Meeting. Any Board proposals to change the rules governing Tristar Homes would need membership approval.

Tristar Homes would be obliged to provide a report on its performance to its general members at every annual general meeting on its performance.

### Resident management

After transfer tenants would no longer have the 'Right to Manage' as set down by Acts of Parliament. However, after transfer, the new-style Tristar would respond positively to

requests and to provide appropriate support and encouragement to tenants who wish to take on the management of their own homes, estates or neighbourhoods. The new-style Tristar Homes would also support and allow any Resident Management Organisation (RMO) proposal that had already secured the support of the Council prior to transfer.

A RMO could take on a range of responsibilities for a particular housing management area or estate, after entering into a management agreement with the new-style Tristar Homes. This would only happen if the tenants directly affected by a proposal voted in favour and other set conditions are satisfied. This would mean that a tenant-run body would become responsible for some of the functions that were previously carried out by the new-style Tristar Homes.

The Right to Manage, set down by Acts of Parliament for Council tenants, is funded by the Communities and Local Government Department. This funding would not be available to new RMOs after transfer. Tristar Homes would therefore seek funding from either the Tenants Services Authority or from other appropriate sources. The organisation would have a budget to assist in making up shortfalls in the grant funding for the RMO, provided any such funding would not adversely affect other tenants.

### What would happen if tenants vote 'no' and homes stay with the Council?

Over time, it is likely that there would be a reduced Customer Involvement budget. The Council would not be able to deliver any enhancements in involvement services or involvement structures and there would be a reduction in the money available for the Reaching Out Area Panels.

# Part 9

Services for elderly and vulnerable people



## 60 second summary

The new-style Tristar Homes would:

- Commit to spending in the region of £1 million per year to adapt homes to meet individual needs.
- Tailor services to meet the needs of elderly, disabled and vulnerable tenants including a priority repair service.
- Deliver a range of security measures, including upgrading security lighting, better fencing and upgrading door entry systems where appropriate.
- Introduce a decorating scheme for both new and transferring older tenants (If tenants choose to use this service a charge would be made).
- Introduce a Handyperson service for tenants carrying out minor jobs which are the tenant's responsibility (a charge would be made for materials unless these were already provided by the tenant).



**Many of the Council's tenants are older people. The new-style Tristar Homes would bring much needed investment to the whole housing service and in particular services which will help support its older tenants and those with disabilities.**

Tenants who currently receive the service of Care Call in their homes would continue to do so as they do now.

The organisation would continue to work with health professionals, Council Adult Social Care employees as well as other agencies that are providing care and support for those tenants who need it. It would work to help people stay in their homes and obtain the support that they need rather than move if they become infirm.

The new-style Tristar Homes would work with other agencies to proactively assist in identifying the needs of, and provide services to meet tenants' needs. It would nominate individual employees and Board Directors

to "champion" the needs of tenants with disabilities.

It would develop and maintain a comprehensive database of:

- Tenants with disabilities to assist with a more flexible approach to service delivery including prioritising repairs.
- Adapted properties to assist with appropriate allocations and prioritising repairs.

### **What service improvement would be provided for older tenants and those with disabilities?**

The new-style Tristar Homes would be committed to introducing a range of services.

These improvements would include:

- Investment in the region of £1 million per year to adapt homes to meet individual needs.

- Deliver a priority repairs service tailored to meet older and vulnerable persons' needs.
- The introduction of Decorating Services for both new and transferring older tenants within two years of transfer (if tenants choose to use this service a charge would be made).
- Undertake a programme of security measures and community safety improvements (where appropriate) aimed at helping tenants feel safer in their homes. These would include for example, upgrading security lighting, better fencing, upgrading door entry systems, spy holes and window locks.
- The introduction of a Handyperson Service, to carry out minor jobs which are the tenant's responsibility. A charge would be made for materials unless these were already provided by the tenant.
- Improve disabled access around high rise buildings, accessing adjoining footpaths and car parks.
- Provide an enhanced gardening service for elderly and disabled customers with a menu of choices such as additional cuts and additional works. A charge will be made for this service.
- Carry out targeted benefit take-up campaigns through an enhanced money advice service so that tenants receive all the money they are entitled to.
- Provide financial and practical support to older and vulnerable people when moving home where appropriate.
- Provide practical and financial support (Hardship Fund) to help new tenants settle into their homes and maintain their tenancies (where required).



- Provide specialist help and support to older or vulnerable tenants seeking a transfer through Choice Based Lettings and for new applicants who require help in putting forward expressions of interest in empty homes.
- Work with tenants to identify areas where new properties could be built or existing homes extended to suit the needs of older and disabled tenants.
- Deliver an annual 'Full of Life' event for older and disabled tenants promoting services and working in partnership with others to promote healthy living, leisure activities and learning opportunities for tenants in their retirement years.
- Establish a new special interest group for older and disabled persons to look at the services that are provided and make improvements to address their needs, including the design of new homes, policy and procedure and bespoke services.

### **What would happen if tenants vote 'no' and homes stay with the Council?**

Whilst a prioritised programme of adaptations would continue, the Council would not be able to undertake additional service improvements such as introducing a decorating or Handyperson Service.

# Part 10

## Green issues



## 60 second summary

The new-style Tristar Homes would:

- Continue to invest in the energy efficiency of tenants' homes.
- Be committed to environmental and "green" policies.



**At a time of high energy bills, the new-style Tristar Homes would commit to ongoing energy awareness initiatives and energy efficiency projects, in order to contribute to reducing energy use within the Borough as well as helping reduce the cost of fuel bills for customers.**

The new-style Tristar Homes would provide energy efficiency advice, promote recycling and composting and use promotional campaigns to raise awareness to tenants and leaseholders. It would also help fit purchased water butts for elderly and disabled customers through the Handyperson Service.

The new-style Tristar Homes would continue to invest in the energy efficiency of tenants' homes and would:

- Work in partnership with gas and electricity providers to reduce customers' fuel bills.
- Promote the benefits of switching to cheaper utility suppliers.
- Improve loft and cavity wall insulation.
- Fit energy saving light bulbs in all empty homes prior to re-letting.

- Carry out external cladding works to non-traditional properties, which will make homes warmer and improve their external appearance. Non-traditional homes are those properties built using non traditional materials, such as concrete structures.
- Consult with customers on future energy efficiency projects which would help reduce CO2 emissions.

In addition, all new homes built by Housing Hartlepool and managed by Tristar Homes would reach high standards of energy efficiency and other 'green' requirements.

# Part 11

Strengthening communities



## 60 second summary

The new-style Tristar Homes would:

- Continue to be an active partner in the Tees Valley Choice Based Lettings scheme known as COMPASS.
- Promote local training and employment opportunities both within Tristar and with contractors.
- Work in partnership with residents, the Council and other agencies to make neighbourhoods places where people want to live and work, now and in the future.
- Work with the Council to complete the rehousing of tenants in Mandale and Swainby Road regeneration areas of the Borough.
- Be an active partner with the Council, tenants and leaseholders in the Victoria estate to develop an area regeneration proposal.

Photo yet to be shot and supplied  
Neighbours socialising

## Property allocations and lettings

The existing Tristar Homes is an active partner in the Tees Valley Choice Based Lettings scheme, COMPASS. The new-style Tristar Homes would continue to let properties fairly and would promote sustainable and balanced communities.

The new-style Tristar Homes would:

- Make the best use of its resources by assisting tenants with transfer and mutual exchanges from within its own stock.
- Provide help and support to older or vulnerable tenants seeking a transfer through COMPASS.
- Enhance the Choice Based Letting Service (COMPASS) by ensuring rigorous checks are carried out on potential applicants before they make a housing application.

## Work and training opportunities

The additional property investment work that the new-style Tristar Homes would undertake

will create employment opportunities and enable the expansion of the current apprenticeship scheme for local people.

## Current estate regeneration schemes

Currently the Council is working in partnership with the existing Tristar Homes and local tenants to undertake housing regeneration on the Mandale and Swainby Road estates, all parties are committed to ensuring the completion of these regeneration areas.

In these areas the new-style Tristar Homes would:

- Work with the Council to complete the successful rehousing of residents.
- Provide a dedicated relocation team to help tenants move.
- Provide assistance in terms of arranging removals, carpet uplift/re-fittings and the disconnection/reconnection of cookers and washers etc.
- Ensure tenants receive the statutory homelessness payment.

## Future estate regeneration schemes

Recently the Council and the existing Tristar Homes have held consultation meetings with tenants and leaseholders of the Victoria estate to discuss the future of this area. Many tenants have expressed concerns about the area in terms of its layout, property condition and incidents of crime etc. Taking all of these factors into consideration the Council, working with the new-style Tristar Homes, would like to work with local tenants to develop regeneration plans for the area.

Tenants living in the Victoria estate are aware this proposal would include demolition and replacement of current properties with new homes of a much higher standard. From consultation meetings and home visits held to date the local community would appear to support this approach. In terms of moving forward future community consultation will consider:

- The need to provide a more traditional property mix (rather than the current three storey dwellings).
- Tenure mix i.e. to include social rented, properties for outright sale and low cost home ownership.
- The need to provide accommodation for families, single people and the elderly.
- Quality, safe and sustainable open spaces.
- The provision of parking.

If agreed, it will be necessary for tenants to move from their existing homes. The new-style Tristar Homes would in consultation with tenants draw up a re-housing policy sensitive to the needs of the local community. The new-style Tristar Homes would also provide practical and financial assistance as detailed above.

In terms of timescales it is proposed that subject to tenant agreement, tenants in the Victoria estate would begin to move out of their homes from 2013. In the period leading up to this and until all tenants have vacated, the new-style Tristar Homes would:

- Inspect all homes to identify necessary maintenance works. This may include for example, window repair and painting, central heating upgrades and kitchen upgrades.
- Ensure all necessary property maintenance works is carried out.
- Continue to provide a quality day to day repair service (See Part 3).

## What would happen in the event of a 'No' vote?

The Council has the funding available to complete the rehousing of tenants on the Mandale and Swainby Road estates and would complete current regeneration plans.

However as things stand the Council could not afford to carry out the regeneration of the Victoria estate and would need to reconsider the options available for this estate. The Council would also not have sufficient resources to improve homes to the standard tenants expect.

### TRANSFER FACT

Transfer would mean job creation and growth of the Apprenticeship Scheme.

# Part 12

Your rights



Photo yet to be shot  
and supplied

DRAFT

## 60 second summary

- Tenants' key rights and entitlements would be protected.
- Tenants would be given a new assured tenancy agreement that has been developed in consultation with tenants.
- The terms of the new tenancy agreement except for rent increases could only be changed with the tenants written consent.
- Tenants would still be entitled to buy their homes, if they are entitled to buy now. The Right to Buy discount would transfer across and continue to grow up to the maximum allowed.
- Tenants would still have the right to pass on homes (succession) and the right to exchange.
- Tenants' entitlement to claim Housing Benefit would not be affected by transfer.

## Would tenants' rights be affected if the transfer goes ahead?

### Tenants' key rights and entitlements would be protected with the new-style Tristar Homes.

Most Council tenants are secure or introductory tenants. However, they would become assured tenants with the new-style Tristar Homes if the transfer goes ahead.

The main difference is that as a secure or introductory Council tenant, rights are set down in law by Acts of Parliament. As an assured tenant with the new-style Tristar Homes, rights would be covered partly by Acts of Parliament and partly by a legally binding contract (the Tenancy Agreement).

Because the rights of an assured tenant can be less than for a Council secure tenant, it has been agreed to extend tenants' rights to match existing Council tenancy rights.

This extension is in the proposed Tenancy Agreement (see Part 15) and not imposed by Acts of Parliament.

Tenants who have been given a tenancy within the last year are currently introductory tenants but they would become assured tenants on the date of transfer.

The Council and the Housing Futures Customers Group (the tenants' representative group) and the Independent Tenants' Adviser were extensively consulted in drawing up the new Tenancy Agreement and have ensured that all their key rights tenants have now with the Council are reflected in the new tenancy agreement.

### How would your rights compare?

Your key rights as a tenant of the new-style Tristar Homes would be protected and be very similar to your rights as a council tenant.

Rights	Stockton-on-Tees Borough Council	TristarHomes Succeeding Together
The Right to live in your home without the threat of being evicted without good cause	Yes	Yes
The Right to refuse changes to your Tenancy Agreement (except for rent and service charges) without your consent	No	Yes
The Right to Buy your home with a discount	Yes*	Yes (called the Preserved Right to Buy)
The Right to Acquire (see page XX)	Not applicable	Yes
The Right to pass on your home when you die (succession)	Yes	Yes
The Right to transfer and exchange your home	Yes*	Yes
The Right to sub-let part of your home or take in lodgers	Yes*	Yes
The Right to repair	Yes	Yes
The Right to carry out improvements and receive compensation	Yes*	Yes
The Right to be consulted about housing management	Yes	Yes
The Right to information about the management of your home	Yes	Yes
The Right to manage	Yes	No – but see below

\* Not available for introductory tenancies

### What rights would tenants lose?

The only right you would not have (because it does not apply following a housing transfer) is the statutory right to manage (which allows tenants to set up a Tenant, or Resident Management Organisation, subject to certain rules).

Although you would not keep this right by law, Tristar Homes would be firmly committed to working with tenants to support them in getting involved in the management of their

homes, to the extent that they want. It would respond positively to requests from tenants who wish to become more involved in the management of their homes (see Part 8).

### How would tenants' rights be protected?

If the transfer takes place, tenants would be asked to sign a new Tenancy Agreement (see the proposed Tenancy Agreement in Part 15). Tenants' rights in that agreement cannot be changed without their permission once it has been signed.

### Would tenants still be able to buy their homes?

Yes. If tenants have the Right to Buy their home with the Council, they would have a Preserved Right to Buy with the new-style Tristar Homes and discounts would still apply and be worked out in the same way.

This right remains with tenants or any member of their family who succeeds them, even if they later move to another home which is owned by the new-style Tristar Homes, as long as it is not exempt from the Right to Buy.

Also, if they have the Preserved Right to Buy and later move to a council home in another area, they would still have a Right to Buy and any discounts would include their time as a tenant of the Council. The Preserved Right to Buy would not transfer with tenants if they move to a home with a different social housing provider.

Introductory tenants do not have a Right to Buy with the Council, but the new-style Tristar Homes has agreed to give transferring introductory tenants a contractual Right to Buy (in the tenancy agreement) which gives the Right to Buy their home on the same terms as the Preserved Right to Buy.

### What about the Right to Buy discount?

Transfer would not affect your eligibility for discount on the purchase of your home. Any discount you have built up with the Council would transfer with you and continue to increase up to the maximum allowed while you are a tenant of the new-style Tristar Homes.

Under current rules, if you buy your home under the Right to Buy or Preserved Right to Buy, the amount you pay is decided by using a formula set by Government. The price is determined by the market value of the

property less your discount (based on years as a council or a social housing tenant). With the Council the maximum discount is currently £22,000. Under current rules, the same limit, set by Government, would apply if you transfer to the new-style Tristar Homes and use your Preserved Right to Buy.

### Is there a difference between Right to Buy schemes and the Preserved Right to Buy?

As with the Right to Buy, there would be a minimum price that tenants would have to pay to buy their home with the Preserved Right to Buy. This is known as the 'cost floor'. The cost floor is the minimum price that tenants could pay for their home even if their discount would take the price below this amount.

Government rules on the cost floor mean that tenants could not buy their home for less than it cost the new-style Tristar Homes to repair and improve it.

The cost floor is the total amount spent by your landlord on buying, improving or building your home and includes repair and maintenance costs where these are above £5,500.

It is most relevant where a landlord has recently spent large amounts of money buying, building or improving the property or where large amounts of money have been spent on repairs and maintenance. With the Council, these costs are worked out (broadly) over a 10 year period before you buy your home.

There are two main differences in the way the cost floor would be worked out with the new-style Tristar Homes compared to how it is calculated now with the Council:

- i. The new-style Tristar Homes would be able to take into account all costs incurred during the 15 years prior to an application

to buy (the Council can only take into account costs in the 10 years before your application). This takes account of the fact that the organisation would operate under a different financial regime from the Council. The 15 year period starts at the point of the housing transfer.

- II. The new-style Tristar Homes would be able to include in the cost floor the cost of the catch-up repair works which would be carried out to tenants' homes, even if these costs have not actually been incurred at the time of an application to buy. This is because the cost of the repair work has been allowed for in calculating the price payable to the Council for the home.

In some cases the effects of these changes may reduce the amount of your discount, but for the majority of tenants, it is likely that the new cost floor will have little or no effect.

### What is the Right to Acquire?

After transfer existing and new tenants would be able to buy their home under a new right, the Right to Acquire, as long as they are eligible. This scheme is based on a grant rather than a discount and is usually less generous than the Preserved Right to Buy scheme. Tenants who transfer from the Council can also exercise this right if they choose.

The maximum grant for homes in Stockton is currently £9,000. Tenants cannot combine both the Right to Acquire and the Right to Buy.

### Would tenants still be able to pass on their home?

Yes. The tenancy agreement would allow the same family members living in the home to take over the tenancy (when a tenant dies) as under a Council secure tenancy. This is called 'succession' and as with the Council, can only happen once (other than in exceptional circumstances).

The new tenancy agreement would ignore any previous successions to the tenancy with the Council. So if the transfer goes ahead, all transferring tenants would start again with their right of succession (even if they have already used it when they were tenants with the Council).

So, for example, if a tenant succeeded to a sole tenancy from a joint tenancy on the death of their partner this would be disregarded. This would then allow a son, daughter or other close relative living at the home at the time of the tenant's death, to take on the tenancy (subject to certain rules and provided there was no under-occupancy). **You would not have this right if you remained a tenant of the Council.**

### What about transfers or exchanges?

The new-style Tristar Homes would continue to help tenants wishing to transfer or exchange homes, both within its own housing or with another social housing landlord. As with the Council, tenants would still need to get permission to do this.

If a tenant transfers to another property owned by the new-style Tristar Homes, they would keep all their rights including the Preserved Right to Buy with discounts (provided it applies to the new property).

### Would tenants still be able to take in lodgers and sublet part of their home?

Yes. Tenants would be able to sublet part of their home, with the new-style Tristar Homes' permission, and take in lodgers.

### Would the new-style Tristar Homes have more rights to obtain possession of transferring tenants' homes?

No. The new-style Tristar Homes would not use any of the additional grounds for eviction which could be available under an assured tenancy. The new assured tenancy agreement has been drawn up to ensure tenants' rights to live in their home match as closely as possible those they have now with the Council. For further details, (see the proposed Tenancy Agreement in Part 15).

### Would tenants still have a right to have repairs carried out?

Yes. If the new-style Tristar Homes or its contractors failed to carry out certain types of repairs within set time limits, tenants could ask the organisation to appoint another contractor to do the repairs.

As with the Council, tenants would have the right to compensation if that contractor also failed to do the repairs within a set time limit.

### Would tenants still be able to keep their pet?

Yes, provided that they keep to the terms of Clause 23 of the Tenancy Agreement (see the proposed Tenancy Agreement in Part 8).

### Would tenants still be consulted in the same way as the Council?

Yes. The new-style Tristar Homes would consult with, and provide the information to its tenants. This is one of the terms in the Tenancy Agreement (see the proposed Tenancy Agreement in Part 15).

The new-style Tristar Homes would aim to improve the ways tenants are involved in the running of the service. For more information see Part 8.

### What about new tenants?

People who become new tenants of the new-style Tristar Homes after the transfer would initially be given a 'starter tenancy' for their first 12 months. This is similar to the introductory tenancy that new tenants are given for the first year of being a Council tenant.

A starter tenancy would give fewer rights and less security of tenure than the new-style Tristar Homes full assured tenancy. It is an added measure to deal with anti-social behaviour by ensuring that tenants are made aware of the standard of behaviour expected of them. This type of tenancy would allow the organisation to take action more quickly should a tenant, or visitor(s) to a tenant's home, cause a nuisance to other residents or anti-social behaviour in the area.

If there are no significant problems in the first 12 months, the new tenant would transfer to a full assured tenancy.



# Part 13

## Leaseholders



Photo yet to be shot  
and supplied

## 60 second summary

- The terms of leaseholders' original leases would not change after transfer.
- Service charges would be payable to the new-style Tristar Homes instead of the Council. The new-style Tristar Homes would only recover the actual cost of service provided.
- Leaseholders would be consulted on any major works which will be carried out in accordance with current legislation.
- Leaseholders would be able to pay for services provided by Tristar Homes such as improvement works, repairs and gas servicing at competitive rates.

## What is a leaseholder?

**A leaseholder is a person who lives in a flat or maisonette and has used their Right to Buy to buy their home from the Council or has bought their home from someone who had previously become a leaseholder after buying their home from the Council. Leaseholders pay a service charge which covers their share of the costs of repairs to the whole block of homes and the common services that they receive. The service charge reflects the actual cost of repairs and services provided.**

## How would leaseholders be affected?

If transfer takes place, the new-style Tristar Homes would own the building of which the leaseholders' property would then be a

part. Tristar Homes would be bound by the original terms of the lease. All future leasehold charges would be paid direct to Tristar Homes. It would be committed to consulting with leaseholders regarding future service standards, improvement works, and the cost of services that they receive.

Although leaseholders do not have the right to vote on the proposals, the Council wants to hear their views as we understand that leaseholders concerns may be different from tenants.

## Future repairs and maintenance

Prior to any major works taking place, the new-style Tristar Homes would consult with leaseholders in accordance with legal requirements. It would enable leaseholders to benefit from services it provides at competitive

rates such as improvement works, repairs and gas servicing. Tristar Homes would ensure that it achieved value for money with regard to the services it provides so that leaseholders can benefit from these cost savings.

The new-style Tristar Homes would work with leaseholders to provide flexible repayment methods on major investment works and would also explore the possibility of establishing a sinking fund for future leaseholders, thereby ensuring funds are available in advance of future improvement works being undertaken.

### Leaseholders' rights

The new-style Tristar Homes would be bound by the terms of the existing leases issued to leaseholders by Stockton Borough Council. It would have responsibility for ensuring any statutory notices required prior to any major improvement works are issued in accordance with the Commonhold and Leasehold Reform Act 2002.

The new-style Tristar Homes would ensure that as key members of the local neighbourhood, leaseholders are fully consulted on their views on what is required to make neighbourhoods places where people want to live or work now and in the future. It would consult leaseholders about any proposed housing management changes that would substantially affect leaseholders.

### What services would the new-style Tristar Homes provide leaseholders?

The new-style Tristar Homes would provide leaseholders with a designated Leasehold Team who have the expert knowledge to deal with leaseholder enquiries.

The new-style Tristar Homes would:

- Provide clear annual service charge estimates.
- Ensure a range of payment methods are available to leaseholder to pay service charge bills.
- Carry out leasehold customer contact home visits to promote services available to leaseholders as well as seeking leaseholder's views on the services provided.
- Consult leaseholders on any new services that would affect them.
- Have clear service standards and encourage leaseholders to monitor these standards. The new-style Tristar Homes would feedback how it has performed against these service standards.
- Offer flexible repayment period where improvement works have taken place.

# Part 14

## The next steps



## 60 second summary

- This offer document, which sets out all the details of the transfer proposal, is what is known as the Stage 1 Notice.
- Tenants can give their views on the proposal using the response card at the back of this document.
- The Council will consider any representations it receives by [XXXXXXX]
- Tenants will be sent another letter after the Council has considered the views received. This is called the Stage 2 Letter. It will set out any significant changes to the transfer proposal and inform tenants whether the Council has decided to proceed to a ballot.

## The legal requirements for tenant consultation

The law which states that councils have to consult their tenants about proposed transfers of council housing is set out in Section 106A and Schedule 3A of the Housing Act 1985 (as recently amended). The Council and the Secretary of State must have regard to the views of the Council's secure and introductory tenants. If tenants are not sure what type of tenant they are, they should refer to their current Council Tenancy Agreement or phone the Council's Housing Futures helpline on freephone: 0800 432 0891.

At this stage the Council must give tenants notice informing them of:

- Details of the proposal including the identity of the organisation to whom the transfer is to be made;
- the likely consequences of the transfer for the tenant; and
- the effects of the provisions of Schedule 3A Housing Act 1985 and, in the case of secure tenants, of Sections 171A to 171H Housing Act 1985 (Preservation of Right to Buy on transfer).

The details, consequences and effects of the Council's housing transfer proposal are set out in this document.

### The requirements of Schedule 3A Housing Act 1985 are:

- The Council must first serve all tenants with a notice (the Stage 1 Notice) giving them the information listed above and informing them that they may make representations to the Council.
- This document, and other documents in the pack and the introductory letter accompanying it, forms the Stage 1 Notice.
- The Council would consider any comments received by [XXXX].
- After considering your views, the Council must serve a further written notice to tenants (the Stage 2 letter) informing them of any changes to the proposal and that they may write to the Secretary of State for Communities and Local Government with any objections to the proposal within a period of not less than 28 days. This 28 day period begins when the Council's Stage 2 letter is sent to tenants. The Secretary of State will take objections into account in considering any application from the Council for the necessary consent to transfer the homes.
- After the ballot the Council will send tenants another letter informing them of the ballot result and explaining their rights to make further representations to the Secretary of State.

The Secretary of State can be contacted at:

XXX

XXX

# Part 15

## The proposed tenancy agreement



## 60 second summary

- Tenants' current key rights and entitlements would be protected in their new assured Tenancy Agreement with the new-style Tristar Homes.
- The conditions of the assured Tenancy Agreement can only be changed with tenant's written consent.
- The Tenancy Agreement details payment of rent, the new-style Tristar Homes' obligations, tenants' obligations and rights and grounds for possession.

## What is in this Section?

**This section contains a form of Tenancy Agreement tenants would have with the new-style Tristar Homes if transfer goes ahead.**

This Tenancy Agreement has been developed in consultation with tenants and has been designed to ensure that tenants' rights are protected if transfer goes ahead.

If transfer goes ahead introductory tenants would become full assured tenants of Tristar Homes from the date of transfer, with all of the same rights as secure tenants. In effect for introductory tenants the starter probationary period would come to an end on transfer, even if the period has not run its full 12 months term. If transfer goes ahead, the new-style Tristar Homes would make available a new Tenants' Handbook within six months.

### The proposed new Tenancy Agreement

The new Tenancy Agreement in substantially this form would be issued as soon as possible after transfer to each transferring secure and introductory tenant except:

- Where tenants have a valid Possession Order in force against them.
- Where tenants have been served with a valid Notice of Intention to Seek Possession.
- Where tenants have ongoing possession proceedings at the time the transfer takes place.
- Where tenants have been issued with a Demotion Order.
- Where introductory tenants, only, have been served with a valid notice of possession proceedings.

In these cases, the new Tenancy Agreement would be issued if:

- The Possession Order is discharged.
- The Notice of Intention to Seek Possession is withdrawn or expires.
- The tenant complies with the terms of the Demotion Order and the demotion period comes to an end, or
- The Court decides not to make a Possession Order.

In the meantime, these tenants would become tenants of the new-style Tristar Homes like all other remaining tenants.

The new-style Tristar Homes would be able to enforce the Possession Orders that the Council had obtained prior to transfer and may also be able to obtain Possession Orders for tenancy breaches where the Council has served notices before the transfer takes place.

The new-style Tristar Homes would also be able to take action on tenancy debts owed to the Council before the transfer went ahead.

If a tenant is in credit at the time of the transfer, this would continue to show on their account if the transfer went ahead.

## Assured (non shorthold) tenancy agreement-transferring tenants

### This tenancy agreement is between

**Our name and address** Tristar Homes Limited (**we us** or **our**) of .....

.....  
We are registered with the Tenant Services Authority under Section 3 of the Housing Act 1996

**Name of Tenant** and .....

**(the Tenant or you)** (In the case of joint tenants, the term **Tenant** or **you** applies to each of you and the names of all joint tenants should be written above. Each Tenant individually has the full responsibilities and rights set out in this tenancy agreement.)

**Address** in respect of .....

..... **(your home)**

**Description of your home** which comprises .....

**Charitable status** The home that is the subject of this tenancy is held by a charity and the grant of the tenancy is a disposition falling within paragraph (a) of Section 36(9) of the Charities Act 1993.

**Support** This is granted to facilitate the provision of support for you or a member of your household. The nature of this provision, and your obligations in relation to it, including, if applicable, any obligation to pay for it, are set out in a separate support agreement. Because the provision of support is fundamental to this tenancy, it shall be regarded as a breach of this tenancy if you withdraw from or breach the support agreement, and in the event of such a withdrawal or breach we may take steps to end the tenancy (see Section 1, Condition [6]).

**Permitted Number** The maximum number of people allowed to live at your home is .....

<b>Payments for your home</b>	The weekly payments for your home at the start of this tenancy are:
	(i) rent of £
	(ii) rent arrears of £                      payable at £                      per week
<b>Service charge</b>	£
	£
	£
	£
<b>Sewerage Charge</b>	£
<b>Water Charge</b>	£
<b>Supporting People Charge</b>	£
<b>Total weekly payment</b>	£
<b>The tenancy</b>	This tenancy begins on ..... for a week and thereafter weekly until brought to an end, and it is an assured non-shorthold tenancy the terms of which are set out in this tenancy agreement.

**SIGNATORIES**

**Signed** on behalf of the landlord .....

I/we have been given an opportunity to read the terms and conditions of this tenancy agreement. I/we understand that I/we should not sign it unless I/we are prepared to agree to keep to the terms and conditions.

**Signed** by the Tenant .....

If this is a joint tenancy, each Tenant should sign.

**Date** .....

We are subject to any guidance on housing management practice issued by the Tenant Services Authority with the approval of the Secretary of State and this tenancy is one to which that guidance applies.

This tenancy agreement is based on the National Housing Federation's model assured non-shorthold tenancy.

Section 1: General Terms

**It is agreed as follows:**

**1 Payments for your home**

- 1.1 The weekly rent and service and other charges for your home at the start of the tenancy are set out on page [2].
- 1.2 The payment of rent and service and other charges is due in advance on the Monday of each week.
- 1.3 We will collect rent and service and other charges due under this tenancy over 48 weeks, or 49 weeks in a 53-week financial year, in each financial year (starting 1 April each year). We will tell you at the start of the year which weeks are "non payment" weeks.

**2 Payment of arrears**

If you have any rent arrears and other charges due when this tenancy is granted you agree to pay off those arrears by the week instalments shown on page [2]. If you do not make the payments, we may start court proceedings to end this tenancy.

**3 Services**

- 3.1 We shall provide the services set out on page [2] for which you shall pay a service charge. These charges only apply to your home if an amount has been entered against a service on page [2].
- 3.2 We may, after consulting the tenants affected, increase, add to, remove, reduce, or vary the services provided or charges to the services or introduce new services.

**4 Changes in rent**

- 4.1 We may increase the rent on the [first Monday in April] after this tenancy is granted by giving you not less than one calendar month's notice in writing. The revised rent shall be the amount set out in a rent increase notice given to you by us which shall not be more than the change in the rate of inflation plus one half per cent (0.5%) plus £2.17.

"change in the rate of inflation" means the percentage change in the Retail Prices Index (all items) over the twelve month period ending with the date of publication of the figure for the Retail Prices Index for September immediately preceding the rent increase date.

- 4.2 After the first rent variation under this tenancy agreement we may in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988 increase or decrease the rent by giving you not less than one calendar month's notice in writing. The notice will specify the rent proposed. The revised rent shall be the amount specified in the notice of increase unless you refer the notice to a Rent Assessment Committee to have a market rent determined. In that case the maximum rent payable for the following year will be the rent so determined.

## 5 Changes in service and other charges

- 5.1 With effect from the [first Monday in April] after this tenancy is granted we may increase your service charge (if it applies) at any time if we give you at least one month's notice in writing, but not more than once a year unless there is a change in the services provided.
- 5.2 Each year, we will estimate the sum we are likely to spend in providing services to you over the coming year. That will be the service charge we will ask you to pay for the year.
- 5.3 We will work out how much we have actually spent on providing services for you in the previous year. If we have overcharged you, we will reduce your service charge for the coming year. If we have undercharged you, we will increase your new service charge.
- 5.4 We will give you a statement showing what is included in your service charge. When you receive your statement you have the right, within six months of receiving it, to examine the service charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We may make a small charge to cover the cost of any copying.
- 5.5 We can only make reasonable service charges and the services or work we do must be of a reasonable standard. If you believe that your service charge is unreasonable (in terms of the amount charged or standard of work) you may be able to apply to the Leasehold Valuation Tribunal for a decision as to what is reasonable.

## 6 Supporting People Charge (where applicable)

- 6.1 If we provide you with support services (indicated by a charge for 'Supporting People' services on page XX of this tenancy agreement) then those services may include the provision of general counselling and support in relation to all or any of the following:
- 6.1.1 maintaining the security of your home;
  - 6.1.2 maintaining the safety of your home;
  - 6.1.3 standard of conduct required;
  - 6.1.4 paying the rent;
  - 6.1.5 maintaining your home in an appropriate condition;
  - 6.1.6 giving up the tenancy at the appropriate time;
  - 6.1.7 contact with others to ensure your welfare;
  - 6.1.8 other support services (excluding personal care).

We may vary the support and counselling fees at any time by giving you at least one calendar month's notice in writing of the new charge. We will usually do this when we increase your rent each year. In varying the support and counselling fees, we will limit any increase in charges for the support services provided with reference to the level of charges approved by the Supporting People Administering Authority.

- 6.2 You agree to accept the level of support services made available to you in order to ensure the necessary standard of independence is achieved.
- 6.3 If, instead of us providing you with support services, a support provider provides you with such support services as are listed in condition 6.1, then you shall be responsible for entering into a separate agreement with that service provider with respect to the provision of those services and to pay for that support in accordance with that separate agreement and in addition to any rent or service charge which is payable in accordance with this agreement.

## 7 Service of notices

- 7.1 This condition gives you notice under Section 48 of the Landlord and Tenant Act 1987 that our address for receiving legal notices, and any other communication arising from this tenancy agreement, is:.....
- 7.2 Any legal notice, or any other communication arising from this tenancy agreement, shall be validly served on you if posted or delivered to or left at your home or last known address.

## 8 Altering the agreement

Except for any changes in rent or service charges this tenancy agreement may be altered only with the written consent of both you and us.

# Section 2: Our Obligations

### We agree:

## 9 Possession

To give you possession of your home at the start of the tenancy.

## 10 Tenant's right to occupy

Not to interrupt or interfere with your right peacefully to occupy your home except where:

- 10.1 access is required subject to reasonable notice, to inspect the condition of your home or to carry out repairs or other works to your home or adjoining property;
- 10.2 we are entitled to possession at the end of the tenancy; or
- 10.3 in accordance with condition 28 of this tenancy agreement.

## 11 Repair of structure and exterior

To keep in good repair the structure and exterior of your home including:

- 11.1 drains, gutters and external pipes;
- 11.2 the roof;
- 11.3 outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating;

- 11.4 internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration;
- 11.5 chimneys, chimney stacks and flues but not including sweeping;
- 11.6 pathways, steps or other means of access;
- 11.7 plasterwork;
- 11.8 integral garages and stores;
- 11.9 boundary walls and fences.

## 12 Repair of installations

To keep in good repair and proper working order any installation provided by us for space heating, water heating, rubbish disposal and sanitation and for the supply of water, gas and electricity, including:

- 12.1 basins, sinks, baths, toilets, flushing systems and water pipes;
- 12.2 electric wiring including sockets and switches, gas pipes and water pipes;
- 12.3 water heaters, fireplaces, fitted fires and central heating installations.

## 13 Repair of common parts

To take reasonable care to keep the common entrance, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by you and other occupiers of and visitors to your home.

## 14 External decorations

To keep the exterior of your home and any common parts in a good state of decoration on a planned basis.

## 15 Housing management

To provide you with information on our housing management policies as required by the guidance issued by the Tenant Services Authority under the provisions of Section 36 of the Housing Act 1996.

## Section 3: Your Obligations

### You agree:

## 16 Possession

To take possession of your home at the start of the tenancy and not to part with possession of your home or sub-let the whole of it.

## 17 Rent

To pay the rent and (if applicable) service charge and Supporting People Charge weekly in advance.

## 18 Outgoings

To meet all outgoings applying to your home including water charges and electric and other costs whether metered or billed.

## 19 Use of your home

- 19.1 To use your home for residential purposes, as your only or principal home and not to operate any business at your home without our written consent. We will not refuse consent unreasonably unless we feel the business might cause a nuisance or annoyance to other persons in the neighbourhood or damage the property. If we give consent and the business causes a nuisance we will withdraw our consent, giving you at least four weeks' notice.
- 19.2 Not to commit or allow any illegal or immoral act to be committed at your home, including but not limited to selling drugs or drug abuse.
- 19.3 Not to use your home in connection with unlicensed firearms or illegal weapons.

## 20 Nuisance

Neither to cause, nor to allow members of your household or visitors to cause, a nuisance or annoyance to other persons in the neighbourhood, other lawful visitor (such as the emergency services) or to any of our tenants, agents, employees or contractors.

## 21 Racial and other harassment

Neither to commit, nor to allow members of your household or invited visitors to commit, any harassment, or threat of harassment, on any ground including on grounds of race, colour, religion, age, sex, sexual orientation or disability that may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any of our tenants, employees, agents or contractors.

## 22 Noise

Neither to play, nor to allow to be played, any radio, television, record or tape recording or musical instrument so loudly that:

- 22.1 it causes a nuisance or annoyance to other persons in the neighbourhood; and/or
- 22.2 it can be heard outside your home between the hours of 11.00pm and 8.00am.

## 23 Pets

23.1 If you wish to keep pets or animals in your home, then:

- You may keep small domestic pets such as dogs, cats, caged birds and small fish in your home.

- You must not keep a cat if you live in a high rise flat (and the offer of this type of home to the owner of a cat is not an indication that this provision is to be waived).
- You must not keep a dog if you live in a flat with a shared entrance (and the offer of this type of home to the owner of a dog is not an indication that this provision is to be waived). This condition does not apply where your dog is providing assistance for you or a member of your household who has a disability.
- If you wish to keep pigeons or other livestock, you must obtain our written approval.
- You must keep under control any animals kept at your home and not keep any animal that might damage your home or cause a nuisance or annoyance to other persons in the neighbourhood.
- You must not allow your pets to foul shared areas, or on roads, footpaths or in play areas in the locality of your home.

23.2 If any pet or animal you keep at your home causes nuisance or annoyance to anyone in the local area, including our employees or agents, we may ask you to remove the animal and may take appropriate legal action against you. Nuisance and annoyance includes fouling in communal areas such as stairs and landings and making excessive noise such as barking.

## 24 Internal decoration

- 24.1 To keep the interior of your home in good and clean condition and to decorate all internal parts of your home as often as is necessary to keep them in good decorative order.
- 24.2 Not to dispose of nappies or sanitary products down toilets or dispose of any hazardous substances down sinks.
- 24.3 Not to remove any installation belonging to us from your home without our written consent. This includes doors, kitchens and bathroom fittings. We will act reasonably in considering any request.

## 25 Furnished property

If you occupy a home which has been furnished by us or our contractor, you agree:

- 25.1 Not to sell, rent or give away any of the furniture, deliberately damage or vandalise the furniture or move the furniture out of your home without our written permission.
- 25.2 To let us or our agents enter the property at reasonable times on reasonable notice to inspect the furniture or carry out repairs.
- 25.3 To pay us the cost of repairing or replacing any damage to the furniture (except fair wear and tear).

## 26 Damage

To make good any damage to your home or our fixtures and fittings or to the common parts caused by you or any member of your household or any visitor to your home,

(except fair wear and tear), and to pay any reasonable costs reasonably incurred by us in carrying out such works in default.

## 27 Reporting disrepair

To report to us promptly any disrepair or defect for which we are responsible in your home or the common parts.

## 28 Access

To allow our employees or contractors acting on our behalf access at reasonable times and subject to reasonable notice to inspect the condition of your home or any installations (such as gas, electricity and water), to carry out repairs or other works to your home or adjoining property, to carry out disinfestations, fumigation or pest control to your home if necessary, or to comply with our statutory obligations in respect of your home or any adjoining property (we will normally give at least twenty-four hours' notice but more immediate access may be required in an emergency).

## 29 Gardens, hedges, yards and ponds

- 29.1 To keep all external areas of your home for which you are responsible clean, neat and tidy.
- 29.2 Not to build a garage or construct a hard standing or drive in your garden without first getting our written consent.
- 29.3 Not to put more than one greenhouse or shed over 6 feet square (1.83 metres) and one storey in height in a private garden without getting our written permission first. We will act reasonably when deciding whether to grant permission.
- 29.4 Not to construct a pond in your garden without getting our written permission first. We will act reasonably when deciding whether to grant permission having regard, amongst other considerations, to health and safety issues. If we grant consent we may require you to fill in the pond and reinstate the garden to its former condition at the end of your tenancy.
- 29.5 Not to store rubbish, indoor furniture, household appliances, flammable materials or gas in the garden area. If you do we may remove the items and charge you a reasonable cost for doing so.
- 29.6 If you have a shared garden or a shared drive, not to remove alter, erect, replace or plant any boundary hedge or fence at your home without first obtaining our written permission. We may ask you to remove any fencing or boundary structure you erect without our permission and if you fail to do so we will arrange for its removal and recover from you any costs incurred in doing so.
- 29.7 Not to pour hazardous substances including oil or chemicals or chip pan fat down external drains.

## 30 Trees

- 30.1 Not to plant large fast growing shrubs or trees in a place that might cause a nuisance or annoyance to neighbours or damage to your home. In the event of shrubs or trees planted



without permission causing damage to your home or adjoining properties, you will be responsible for any costs incurred by us in removing or making good any damage caused.

30.2 To maintain, prune or remove any shrubs, plants or trees which cause a nuisance. You must get our permission before removing any tree.

### 31 Safety

31.1 Not to place anything on a window ledge or balcony which may be a danger to neighbours or passers-by.

31.2 Not to feed birds, pigeons or squirrels outside your home or on a balcony. Not to throw any item (however small) from windows or balconies.

### 32 Caravans, vehicles and roadways

32.1 Not to park a motorcar or any vehicle within the boundaries of your home unless there is a properly constructed and maintained garage, hard standing or pavement and a kerb crossing.

32.2 Not to park other vehicles such as boats, trailers, motor homes or caravans at your home without first obtaining our written permission.

32.3 Not to repair a vehicle that you do not own at your home whether for payment or not. If we suspect that you are being paid for repairing a vehicle we may ask you to prove that you own the vehicle.

32.4 Not to cause a nuisance or annoyance to neighbours or damage to the pathways, drives or highway through leakages or spillages when repairing your vehicle.

32.5 Not to block local roadways and other vehicular access, and to keep them, and car parking spaces, clear of unroadworthy vehicles and other obstructions.

### 33 Communal Areas

If you have access to communal areas:

33.1 Not to allow anyone you do not know into the shared areas or through any security doors.

33.2 To be jointly responsible with other tenants for the cleaning of access ways, balconies, communal drying areas and staircases (this does not apply to tenants in high rise flats).

33.3 Not to obstruct any corridor, path or staircase with refuse, materials, old furniture or equipment, or any object which may cause a hazard to the health and safety of other tenants and/or their visitors and our employees or agents.

33.4 Not to interfere with services, security and safety equipment in communal blocks. Doors should not be jammed open and strangers should not be let in without identification.

### 34 Assignment

Not to assign the tenancy except in furtherance of a court order or with our written consent when exercising the right to exchange set out in section 4, condition 51 or assigning the

tenancy to someone that would have been qualified under section 4, condition 42 above to succeed to the tenancy if you had died.

### 35 Overcrowding

Not to allow more than the number of persons shown on page [2] to live at your home.

### 36 Lodgers

To tell us on request of the name, age and sex of the intended lodger and of the accommodation he or she occupies or will occupy.

### 37 Sub-letting

37.1 Not to grant a sub-tenancy of the whole of your home.

37.2 Not to grant a sub-tenancy of any part of your home without first obtaining our prior written consent. We may give consent subject to reasonable conditions.

### 38 Absence from your home

To inform us, in writing and if possible in advance, if you are or expect to be absent from your home for four weeks or more.

### 39 Ending the tenancy

To give us at least four weeks' notice in writing to expire on a Monday when you wish to end the tenancy.

### 40 Moving out

40.1 To give us vacant possession and return the keys of your home at the end of the tenancy (by not later than 12 noon on the final day) and to remove all furniture, personal possessions and rubbish and leave your home and our fixtures and fittings in good lettable condition and repair (subject to fair wear and tear). We do not accept any responsibility for anything you leave at your home at the end of the tenancy.

40.2 At the end of your tenancy you will be responsible for meeting all reasonable removal and/or storage charges when items are left at your home. If items are left at your home you agree that we may dispose of the items and you will be liable for the reasonable costs of disposal.

## Section 4: Your Rights

**Your have the following rights:**

### 41 Right to occupy

41.1 You have the right to occupy your home without interruption or interference from us for the duration of this tenancy (except for the obligations contained in this tenancy agreement at conditions 10 and 28 to give access to our employees or contractors etc).

41.2 Your right to occupy your home is at risk if you do not comply with the terms of this tenancy agreement or have proper respect for the rights of other tenants and other persons in the neighbourhood.

## 42 Succession - general

- 42.1 If you die, certain people, who are specified in condition 42.5 below, may succeed to this tenancy. This condition 42 will not apply if you have already succeeded to this tenancy (either under condition 42 in this tenancy or similar succession conditions in a previous tenancy which we granted).
- 42.2 If you were granted this tenancy on the transfer of your home from Stockton-on-Tees Borough Council to us, we will not take account of any successions before the date of the transfer.
- 42.3 We will normally only allow one succession. We may allow further successions, at our discretion.
- 42.4 In certain circumstances, if the property is larger than the needs of the successor or has been provided or adapted for an elderly or disabled person and the successor is not elderly or disabled, the successor will be offered suitable alternative accommodation.

### 42.5 People entitled to succeed to this tenancy

- 42.5.1 If you are a joint tenant and you die then the tenancy may continue in the name of the remaining tenant. This will count as a succession to the tenancy and no further succession will normally be allowed, subject to our discretion under condition 42.3 above.
- 42.5.2 If you are not a joint tenant and you die, the tenancy may pass to your wife, husband, civil partner or partner (this includes same sex couples) provided he or she lived with you in your home as their principal or only home at the time of your death.
- 42.5.3 If you are not a joint tenant and you do not have a wife, husband, civil partner or partner (this includes same sex couples) who lived with you in your home as their principal or only home immediately prior to your death, the tenancy may pass to a member of your family who lived with you in your home (as their principal or only home) for at least 12 months prior to your death.

If more than one member of your family has a right to the tenancy they should agree who will claim it. If they cannot agree, they should all make a claim to us in writing within three months of your death and we will decide to whom we will offer the tenancy. We will advise who the successful claimant was to everyone who makes such a claim.

### 42.6 Special succession rights

If inheritance rules do not allow someone who qualifies under condition 42.5.3 above to take over this tenancy, we may use Ground 7 of the Housing Act 1988 to end this tenancy agreement and grant that person a new tenancy of your home. If your home has been specially adapted and no one living in your home needs that adaptation or if your home

would be larger than the person entitled to a new tenancy reasonably requires, we may offer them a tenancy of a more suitable home owned by us. The new tenancy will be on the same terms as this tenancy other than in relation to rent, service charge and succession.

## 43 Tenure

- 43.1 You shall remain an assured tenant so long as you occupy your home as your only or principal home and keep to the other terms of this agreement. We can end a periodic assured non-shorthold tenancy only by obtaining a court order for possession of your home on one of the grounds listed in Schedule 2 to the Housing Act 1988. We may also apply for a Demotion Order under Sections 6A and 20B of the Housing Act 1988 (as amended by the Anti-Social Behaviour Act 2003). We agree that, unless this tenancy has been demoted, we will only serve a notice (or ask the court to allow us to go ahead without serving notice) and seek possession of your home on the grounds and in the circumstances set out below (in Section 5 – Grounds for Possession). Specifically, we will not seek possession using Grounds 1 to 6 of Schedule 2 to the Housing Act 1988, Ground 8 of Schedule 2 to the Housing Act 1988 (rent is eight weeks in arrears) or Ground 11 of Schedule 2 to the Housing Act 1988 (persistent delay in paying the rent whether or not rent is due at the date of the court hearing).
- 43.2 If we intend to seek a Demotion Order we will give you two weeks' notice in writing unless the Court has allowed us to go ahead without serving notice on you.
- 43.3 If we intend to seek possession of your home, as long as this tenancy has not been demoted, we will give you four weeks' notice in writing unless:
- 43.3.1 we are using grounds 14 or 14A when the notice may be less than four weeks; or
- 43.3.2 we are using grounds 7, 9 or 16 when we will give two months' notice; or
- 43.3.3 the Court has allowed us to go ahead without serving notice on you.
- 43.4 We agree that, unless this tenancy has been demoted, we will only serve a notice (or ask the court to allow us to go ahead without serving notice) and seek possession of your home on the grounds and in the circumstances set out in section 5 below.
- 43.5 If this tenancy has been demoted, we may ask the Court to make a possession order under other provisions of the Housing Act 1988. These give the Court limited rights to refuse a Possession Order.
- 43.6 As well as seeking a Possession and/or a Demotion Order, we can ask the Court for an injunction, which may include a power of arrest and an Exclusion Order to make you comply with or stop breaching any terms of this tenancy or where you use your home for unlawful use. We may also apply for an injunction against an individual who engages in anti-social behaviour.
- 43.7 We may, if we consider it appropriate, end this tenancy and offer you a Family Intervention Tenancy (FIT). This type of tenancy does not offer you security of tenure. Before you are offered a FIT you will be served written notice and the implications of this will be discussed fully with you.

**44 Cessation of assured tenancy**

If the tenancy ceases to be an assured tenancy we may end the tenancy by giving you four weeks' notice in writing.

**45 Right to take in lodgers and sub-let part of your home**

- 45.1 You may take in any persons as lodgers as long as you do not grant a sub-tenancy or exceed the number of people allowed to live in your home (see page [2]).
- 45.2 As long as you first get our written consent, you may sub-let part of your home. We may give consent subject to reasonable conditions.

**46 Right to make improvements**

You may make improvements, alterations and additions to your home including putting up a television aerial, external decoration and additions to, or alterations in, our installations, fixtures and fittings, **provided that** you have first obtained our written consent and all other necessary approvals (for example, planning permission or building regulations approval). We shall not unreasonably withhold our consent but may make it conditional upon the works being carried out to a certain standard. Failure to seek our consent or to comply with our conditions shall be a breach of your obligations under this tenancy.

**47 Compensation for improvements**

You have the right to claim compensation for certain improvements which you have made to your home after a certain date. You can only apply for compensation when your tenancy ends. We will give you full details of the scheme and the qualifying improvements upon request.

**48 Right to repair**

You have the right to have certain urgent minor repairs done quickly and at no cost to you where the repair may affect health, safety or security, and where the repair has not been completed within a specified timescale. We will give you full details of the Right to Repair Scheme including a schedule of qualifying repairs upon request. Under the Right to Repair Scheme, we must pay you compensation if qualifying repairs are not done within set timescales.

**49 Right to consultation**

We will consult you, on matters affecting your home and your tenancy, before making changes in matters of housing management or maintenance which are likely to have a substantial effect on your tenancy. You will have at least four weeks' notice of the proposed changes and you will be given the opportunity to end your tenancy before any changes take effect if you wish to do so.

**50 Right to information**

You have a right to information from us about the terms of this tenancy and about our repairing obligations, our policies and procedures on tenant consultation, housing allocation and transfers, and our performance as a landlord.

**51 Right to exchange**

- 51.1 You have the right to exchange this tenancy by way of assignment with that of another assured periodic or secure tenant of a registered housing association or a local authority subject to first getting our written consent. We will only refuse consent in the same circumstances where a council landlord would be able to refuse consent.
- 51.2 You must not charge any premium in relation to an exchange of this tenancy.

**52 Right to apply for a transfer**

You have the right to apply to move to another of our properties. Your application will be considered in line with our allocations policy.

**53 Complaints**

We shall establish a procedure for dealing with complaints raised by you on any matter arising from this tenancy. The procedure shall operate in accordance with the requirements of the Tenant Services Authority as laid down from time to time. We shall provide you with details of the scheme at the beginning of the tenancy and inform you of any changes.

If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to refer the matter to the Independent Housing Ombudsman.

**54 Preserved Right to Buy**

- 54.1 As long as you qualify under the legislation, you have the preserved right to buy your home under the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993 as amended.
- 54.2 If you were an Introductory Tenant of the Council immediately before we became your landlord, we will give you a right to buy your home as far as possible on the same terms as the preserved right to buy.
- 54.3 If you die, the person who takes over the tenancy under the succession rights in condition 42 above will also take over your preserved right to buy (if you had that right).
- 54.4 You will not be able to exercise the right to buy your home if you live in sheltered housing, or other housing excluded from this legislation.
- 54.5 To avoid doubt, if you became the tenant under this tenancy agreement following an exchange (under condition 51 above), you do not have a preserved right to buy unless you had that right under a previous tenancy which we granted to you.

**55 Right to acquire**

You have the right to acquire your home under the Housing Act 1996, unless you live in sheltered housing or other housing excluded from this right by that legislation, in which case you will not be able to exercise this right.

**56 Preserved rights**

So far as possible, we agree to give you the rights in conditions 46 to 52 above as they apply to a secure tenant of a council landlord and as if Sections 92-101, 104 – 106 and Schedule 3 of the Housing Act 1985 applied to this tenancy.

**57 Data Protection Act**

You have the right to see the personal data or information we hold in respect of your tenancy as provided for under the Data Protection Act 1998. We may make a small charge for providing you with this data or information in accordance with the provisions of the Act.

## Section 5: Grounds for possession

**Schedule 2 of the Housing Act 1988 – Grounds for Possession of Dwelling-houses let on Assured Tenancies**

**The grounds for possession listed below are the only grounds on which we will seek possession of your property. Specifically, we will not seek possession using Grounds 1 to 6 or Ground 8 (rent is eight weeks in arrears) or Ground 11 (persistent delay in paying the rent whether or not rent is due at the date of the court hearing).**

**Part 1 – Grounds on which Court must Order Possession****Ground 7**

The tenancy is a periodic tenancy (including a statutory periodic tenancy) which has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than 12 months after the death of the former tenant or, if the court so directs, after the date on which, in the opinion of the court, the landlord or, in the case of joint landlords, any one of them became aware of the former tenant's death.

For the purposes of this ground, the acceptance by the landlord of rent from a new tenant after the death of the former tenant shall not be regarded as creating a new periodic tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period of the tenancy, the premises which are let or any other term of the tenancy.

*We will only seek to recover possession of your home on this ground in the circumstances explained in section 2, condition 42.*

**Part 2 – Grounds on Which Court may Order Possession****Ground 9**

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

*We will only seek to recover possession of your home on this ground if in addition we can show that:*

- (a) *we intend within a reasonable time of obtaining possession to demolish, reconstruct or refurbish your home and/or the building of which your home forms part or an adjoining or adjacent building and cannot reasonably do so without obtaining possession; or*
- (b) *your home has features which are substantially different from those of ordinary homes which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a type provided by your home and no person residing in your home any longer does so and we require your home for occupation by such a physically disabled person; or*
- (c) *your home is one of a group of homes which it is our practice to let for occupation by people with special needs and a social service or special facility is provided near to the group of homes in order to help people with those special needs, and no other person with those special needs any longer resides in your home and we require your home for occupation by a person who has those special needs; or*
- (d) *your home is Overcrowded (within the meaning of Part X of the Housing Act 1985) in such circumstances as to render the occupier guilty of an offence; or*
- (e) *premises were made available to you on a temporary basis so that works could be carried out to your property on the understanding that on completion of the works you would move back into your property. The works have been completed and you have failed to return to your own property; or*
- (f) *a member of your family (not your spouse or civil partner or partner or a joint tenant) succeeded to your tenancy and the accommodation offered by the property is more extensive than is reasonably required by the person succeeding to the tenancy **provided that** notice of proceedings for possession have been served (or where no notice has to be served that proceedings for possession have been begun) more than six months but less than 12 months following the date of your death. Before deciding whether or not it is reasonable to take action under this clause we will consider the following matters:*
  - i the age of the person succeeding to your tenancy;*
  - ii the period during which the person succeeding to your tenancy occupied the property with you as their only or principal home;*
  - iii any financial or other support given to you by the person succeeding to your tenancy.*

**Ground 10**

Some rent lawfully due from the tenant:

- (a) is unpaid on the date on which the proceedings for possession are begun; and
- (b) except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

**Ground 12**

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

**Ground 13**

The condition of the dwellinghouse or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any other person residing in the dwelling-house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

For the purposes of this ground, “common parts” means any part of a building comprising the dwelling-house and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling-house in which the landlord has an estate or interest.

**Ground 14**

The tenant or a person residing in or visiting the dwelling-house:

- (a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality; or
- (b) has been convicted of:
  - (i) using the dwelling-house or allowing it to be used for immoral or illegal purposes; or
  - (ii) an indictable offence committed in, or in the locality of, the dwelling-house

**Ground 14A**

The dwelling-house was occupied (whether alone or with others) by a married couple, a couple who are civil partners of each other, a couple living together as husband and wife or a couple living together as if they were civil partners and:

- (a) one or both of the partners is a tenant of the dwelling-house;
- (b) the landlord who is seeking possession is a registered social landlord or a charitable housing trust;

- (c) one partner has left the dwelling-house because of violence or threats of violence by the other towards:
  - (i) that partner; or
  - (ii) a member of the family of that partner who was residing with that partner immediately before the partner left; and
- (d) the court is satisfied that the partner who has left is unlikely to return.

For the purposes of this ground “registered social landlord” and “member of the family” have the same meaning as in Part I of the Housing Act 1996 and “charitable housing trust” means a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity within the meaning of the Charities Act 1993.

**Ground 15**

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

**Ground 16**

The dwelling-house was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment.

For the purposes of this ground, at a time when the landlord is or was the Secretary of State, employment by a health service body, as defined in Section 60(7) of the National Health Service and Community Care Act 1990 or by a Local Health Board, shall be regarded as employment by the Secretary of State.

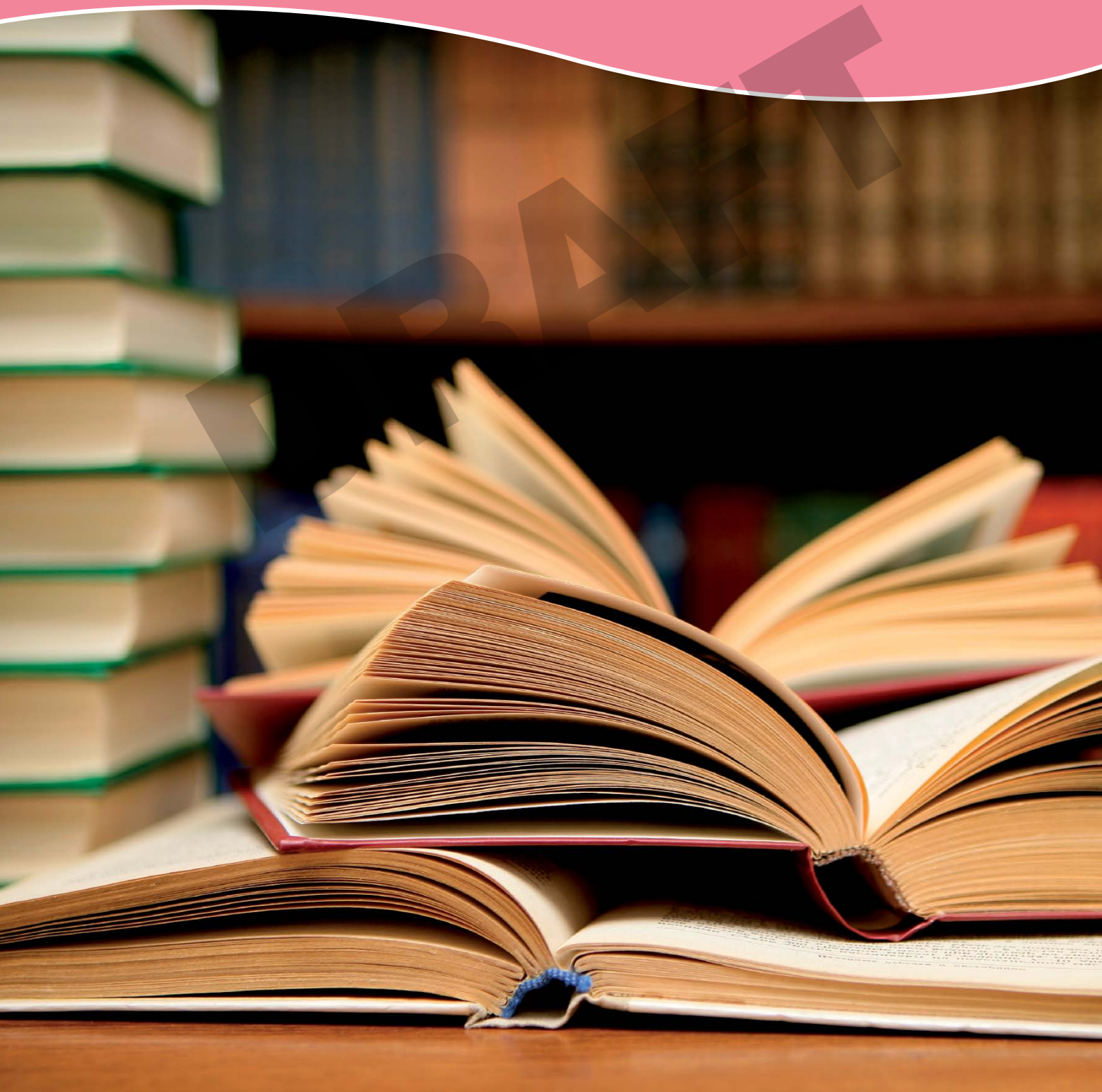
**Ground 17**

The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by:

- (a) the tenant; or
- (b) a person acting at the tenant’s instigation.

# Part 16

## Useful information



**There are other documents you may want to look at in relation to the transfer proposal. These include, for example, the Government's policy statement on future housing policy and the Tenant Services Authority's Charter for Housing Association Applicants and Residents, which explains the standards of service you can expect from the new-style Tristar Homes.**

- **The Way Forward for Housing:** This is the Government's policy statement on future housing policy. Published by the then Office of the Deputy Prime Minister (now the Communities and Local Government Department).
- **The Tenant Services Authority's Charter for Housing Association Applicants and Residents:** This document sets down the standards of service you can expect from the new-style Tristar Homes based on the Tenant Services Authority's guidelines. Published by the Tenant Services Authority.
- **The Tenant Services Authority's Registration Criteria:** This sets out the specific registration requirements, and provides guidance to organisations seeking registered provider status. Published by the Tenant Services Authority.
- **The Tenant Services Authority's Regulatory Code:** This sets out the Tenant Services Authority's expectations of the way in which the new-style Tristar Homes would operate including the protection of tenants' rights, the standards of service provided and the viability of the organisation. Published by the Tenant Services Authority.
- **The Stockton-on-Tees Customer and Community Compact:** This is the agreement between tenants, the Council

and the current Tristar Homes that governs tenant involvement in housing and the level of services tenants can expect. The new-style Tristar Homes would aim to adopt the standards set out in the agreement and would seek to enhance it (for more details see Part 8).

If you would like a copy of any of these documents, please call the Council's Housing Futures helpline on freephone 0800 694 3101.

Advice is also available from Engage Associates, your Independent Tenants' Adviser.

# Part 17

## Useful contacts



In this section tenants will find useful addresses and contact details for some useful contacts.

Tenants may wish to contact them for further information.

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### **Stockton-on-Tees Borough Council**

#### **Housing Futures Team**

Council's Freephone helpline: 0800 4321 0891

Email: [housing.futures@stockton.gov.uk](mailto:housing.futures@stockton.gov.uk)

Website: [www.stockton.gov.uk/yourhomeyoursay](http://www.stockton.gov.uk/yourhomeyoursay)

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### **Tenants' Independent Adviser**

#### **Engage Associates**

Helpline 01845 537145

Email: [info@engage3.org](mailto:info@engage3.org)

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### **Tristar Homes**

#### **Customer Involvement Team**

Telephone: 0844 736 0007

Email: [resident.involvement@tristarhomes.co.uk](mailto:resident.involvement@tristarhomes.co.uk)

Website: [www.tristarhomes.co.uk](http://www.tristarhomes.co.uk)

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### **Communities and Local Government**

Zone 2/D1 Eland House, Bressenden Place, London SW1E 5DU

Tel: 0207 944 4400

Website: [www.communities.gov.uk](http://www.communities.gov.uk)

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### **The Tenant Services Authority**

#### **Customer Service Team**

4th Floor, One Piccadilly Gardens, Manchester M1 1RG

Tel: 0845 230 7000 (Option 1)

Website: [www.tenantservicesauthority.org](http://www.tenantservicesauthority.org)

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### **National Housing Federation**

Lion Court, Procter Street, Holborn, London WC1V 6NY

Tel: 0207 067 1010

Website: [www.housing.org.uk](http://www.housing.org.uk)

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### **Independent Housing Ombudsman**

81 Aldwych, London WC2B 4HN

Tel: 0207 421 3800

Website: [www.ihos.org.uk](http://www.ihos.org.uk)

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