

THE SCHEDULES and ANNEXES

To

**The Management Agreement made under Section 27
of the Housing Act 1985 between**

**The Mayor and Burgess of the London Borough of
Southwark**

and

Styles House Limited

Schedules to Chapter 1:

Schedule 1	Property included in the Management Agreement
Schedule 2	Equal Opportunity Policy and Procedures
Schedule 3	Supervision Notice Policy and Procedure
Annex A	Copy of the TMO's Constitution
Annex B	Copy of the TMO's Code of Governance
Annex C	The TMO's Insurance Responsibilities

Schedules to Chapter 2:

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Schedule 4	The TMO's Major Works Functions Clause 6 Option A Schedule not included
Schedule 5	Procedure for Repairs Arising from Events Covered by the Council's Building Insurance Clause 9 Option A
Schedule 6	Functions and Performance Standards of the TMO and the Council in respect of Estate Services Clauses 10 and 11 Option B
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The Schedule Service Charges Procedure

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Styles House TMO Property List

	Address			Bed s	Type
1	STYLES HOUSE	HATFIELDS	SE1 8DF	1	FLT
2	STYLES HOUSE	HATFIELDS	SE1 8DF	1	FLT
3	STYLES HOUSE	HATFIELDS	SE1 8DF	1	FLT
4	STYLES HOUSE	HATFIELDS	SE1 8DF	1	FLT
5	STYLES HOUSE	HATFIELDS	SE1 8DF	1	FLT
6	STYLES HOUSE	HATFIELDS	SE1 8DF	1	FLT
7	STYLES HOUSE	HATFIELDS	SE1 8DF	1	FLT
8	STYLES HOUSE	HATFIELDS	SE1 8DF	1	FLT
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Chapter 1

Schedule 2

Equal Opportunities Policy

Clause 9

Styles House wholeheartedly supports the principle of equal opportunities in all aspects of its operation, service delivery and employment, and opposes all forms of unlawful or unfair discrimination on the grounds of colour, race, nationality, ethnic or national origin, religious belief, age, gender, sexual orientation, marital status or disability. Styles House believes that it is in the best interests of the organisation that all individuals are treated fairly and equally and that no individual, be they employees, potential employees, members or residents, suffers direct or indirect discrimination.

1. Statutory Obligations

1.1 In respect of equal opportunities, the operation and activities of the TMO are governed by:

- Equalities Act 2010
- Disabled Persons (Employment) Acts 1944 and 1953
- Equal Pay Act 1970
- Health and Safety at Work Act 1974
- Rehabilitation of Offenders Act 1974
- Employment protection Act 1975
- Sex Discrimination Act 1975
- Race Relations Act 1976
- Employment Protection (Consolidation) Act 1978
- Disability Discrimination Acts 1995 and 2005
- Employment Rights Act 1996
- Human Rights Act 1998
- Race Relations (Amendment Act) 2000
- Employment Equality (Religion or Belief) Regulations 2003
- Employment Equality (Sexual Orientation) Regulations 2003
- Employment Equality (Age) Regulations 2006
- Equalities Act 2010
- and all other relevant statutory provisions subsequent to the effective date of this agreement

1.2 The TMO's Equal Opportunities Policy and practice is also informed by the Commission for Racial Equalities Code of Practice on Racial Equality in Housing 2006 and other professional guidance relevant to its operation and activities

2. Objective

2.1 The purpose of the Equal Opportunities Policy is to enable the TMO to meet its aims:

- To deliver a fair and equal service to all residents living on the Property.
- To reflect and respond to the social and cultural diversity of the community in its processes and activities.

- To encourage the active participation of all individuals and groups living on the estates.
 - To ensure that residents have equal access to meetings and information concerning the operation and actions of the TMO.
 - To increase awareness of the TMO and its activities among all residents, particularly members of disadvantaged communities.
 - To ensure fair and equal treatment of all employees and potential employees, and that contractors conform to the TMO's equal opportunities requirements.
 - To ensure that no resident, member or employee of the TMO suffers discrimination.
- 2.2 Styles House recognises that creating a community which is tolerant and understanding means actively challenging discrimination and taking positive action to encourage the active involvement of disadvantaged and minority groups in all aspects of its work.
- 2.3 In doing so, it will have regard to the needs and aspirations of all those who face discrimination and disadvantage, including but not restricted to:
- people with mental or physical disabilities.
 - gay men and lesbians.
 - black and other ethnic minority tenants and residents.
 - religious groups.
 - people without formal qualifications.
 - people whose first language is not English.
 - Women.
 - single parents.
 - people with responsibility for dependants.
 - people who are HIV positive.
 - ex-offenders.
 - people who do shift work/ those who work at night.
 - the homeless
 - people with mental health problems or a history of mental health problems.
 - people with other health problems.
 - young people.
 - old people.
 - the unemployed / those on low incomes.
- 3. Procedures for ensuring that the Organisation is representative, democratic and accountable**
- 3.1 All lawful residents over 18 years of age living on the estate, but not as private tenants are eligible to become members of the TMO, attend general meetings and put their names forward for election to the Management Committee.
- 3.2 Upon joining the TMO, all new members will receive information about the ethos and rules of the organisation and the importance of ensuring equality of opportunity
- 3.3 The Management Committee of the TMO has the delegated responsibility to ensure the Equal Opportunities Policy and Procedures are implemented and monitored.

- 3.4 The Management Committee will review and monitor procedures for informing and involving new and existing members
- 3.5 The Secretary will make regular reports to the Management Committee on membership levels and participation.
- 3.6 Any significant change in the TMO's policy(ies) and procedures must be referred to a general meeting of the TMO's membership.
- 3.7 The TMO must also adhere to its obligations as set out in the following::
 - TMO's Rules [Annex A],
 - the Code of Governance (including Code of Conduct which will define the duties of members and how breaches are to be dealt with)
 - Code of Confidentiality
- 4. Procedures for promoting and encouraging equal access and active membership of the Organisation for all individuals and sections of the community.**
 - 4.1 The Secretary will ensure that all new residents are informed of the opportunity to become a member and participate in the TMO's affairs.
 - 4.2 All new residents will be given a copy of the Styles House's handbook.
 - 4.3 The Secretary will ensure that all residents are informed of and given the opportunity to participate in the TMO's ongoing training programme.
 - 4.4 All members of the TMO and employees are expected to comply with the principles set out in this policy, the TMO's Code of Conduct and Code of Confidentiality.
 - 4.5 The Management Committee will ensure that no person or groups of persons are excluded from participating, either directly or indirectly. To this end, the Committee will regularly review its practices in respect of;
 - the venues where meetings are held
 - the times that meetings are held

to ensure that access is suitable for disabled people and to give all residents equal opportunities for participation. The Management Committee will also assess any special needs, such as childcare facilities, translations, escorts to and from meetings etc. that anyone may require in order to assist them in participating in the activities of the TMO.
 - 4.6 All residents of the estate may attend meetings of the Management Committee and General Meetings.
- 5. The provision of information about the TMO and its activities**
 - 5.1 Details of all General Meetings and events organised by the Organisation will be sent to all residents of the estate in a timely manner.
 - 5.2 All residents will also be sent a copy of the TMO's Annual Report and the minutes of General Meetings.

5.3 All residents will be sent the regular newsletter informing them of the TMO's activities, including summaries of the main points from Management Committee meetings.

5.4 All the TMO's written communications with residents will be in plain English

6. Consultation and participation

6.1 The Management Committee is responsible for ensuring that all residents are informed of and consulted about the activities of the TMO and that residents' views are heard and taken into account.

6.2 It is the duty of the Estate Manager to provide residents with assistance in obtaining any information they legitimately require about the TMO's activities. The Estate Manager also has a duty to advise the Management Committee where policies, procedures and practice require further consultation with residents.

6.3 A summary of all consultations will be sent to all residents or included in the newsletter.

6.4 The Management Committee will ensure that no person or group of persons is unlawfully prevented or restricted from participating in meetings, either directly or indirectly.

6.5 All those who attend and participate in any meeting or event organised by the TMO will be expected to conduct themselves in a way that respects the rights of all other persons, in particular, persons belonging to those groups identified above.

7. Composition of the Management Committee

7.1 The Secretary of the TMO is responsible for ensuring that the Annual General Meeting and nominations for election to the Management Committee, are published according to the constitution, and suitably publicised.

7.2 All new Management Committee members must undergo a programme of induction training, which includes knowledge of the aims and objectives, policies and procedures of the TMO.

7.3 All Management Committee members have overall responsibility for ensuring that the policies and procedures of the TMO are implemented in an equitable manner and that the special needs of disadvantaged groups are taken into account in the running of the TMO.

7.4 The officers and Management Committee members of the TMO will liaise with other groups/ agencies/organisations to support the development and implementation of the TMO's equal opportunities policy and procedures.

8. The TMO as a provider of services

8.1 The TMO provides housing and related services to the residents of the estate fairly and without discrimination, in accordance with the letter and spirit of the TMO's Equal Opportunities Policy.

8.2 The Management Committee will conduct regular reviews of service provision to ensure compliance with the TMO's Equal Opportunities Policy and will consider the equalities implications of all proposals for a significant change in service provision, policy and procedures.

8.3 The Management Committee is responsible for ensuring that all residents have access to appropriate information about the services provided by the TMO.

9. Repairs and Maintenance

9.1 The TMO will take individual circumstances into account when considering whether or not any repair is urgent, and priority may be given to those households where occupants include young children, elderly, housebound or disabled people.

9.2 The circumstances of individuals will be taken into account in respect of recharging for repairs due to negligence or abuse, and in respect of providing repairs or redecoration which are normally the resident's responsibility. Any repair arising from racial harassment or related activity will be treated as an emergency.

9.3 All employees and contractors are required to conduct themselves in a respectful, polite, non-sexist, non-racist manner in their dealings with all residents and authorised occupants who are members of their households.

10 Office accessibility

10.1 The TMO will ensure that office opening times are published, residents notified of any changes and that an adequate out-of-hours service is available.

10.2 In accordance with duties under the Disability Discrimination Act 2005, the TMO will take reasonable steps to make the Office accessible to all residents

11. Consultation and participation'

11.1 The TMO employs a range of methods (such as residents' survey, meetings, feedback forms, suggestion box, complaints monitoring) to receive feedback on the performance of the TMO and to assess levels of resident satisfaction with the services it provides.

11.2 The TMO will ensure that the views of a representative range of different household types are taken into account when new policies or procedures are being considered or re-designed.

11.3 The TMO will take active steps to involve 'hard to reach' groups in the running and activities of the TMO.

12. The TMO as an employer

12.1 Recruitment and appointment of staff

- 12.1.1 In accordance with Chapter 7 Annex A of this Agreement, all vacant posts will be advertised.
- 12.1.2 A copy of the job description, person specification, equal opportunities policy, background information about the TMO and an application form will be sent to each applicant.
- 12.1.3 All applicants will be scored against pre-determined criteria and applicants with the highest score will be selected for interview.
- 12.1.4 Interview panels will consist of between 3-5 people appointed by the Management Committee. As far as possible, the panel will be representative of the TMO's membership, but may include people with specialist expertise.
- 12.1.5 No person may be appointed to serve on the panel who is related in any way to any applicant.
- 12.1.6 Failure on the part of a panel member or applicant to disclose a known relationship constitutes grounds for dismissal of the offending applicant if appointed.

12.2 Access to Training

- 12.2.1 The TMO has a programme for the induction, on-going training and development for all staff.
- 12.2.2 All staff will be actively encouraged to participate in training to enhance career development.
- 12.2.3 Job descriptions and person specifications will not discriminate directly or indirectly against any individual or group of people.

12.3 Grievance and disciplinary proceedings

- 12.3.1 All contracts of employment will include a copy of the TMO's grievance and disciplinary policy [see Chapter 7 Annex A]
- 12.3.2 These proceedings will normally be conducted in the same manner as the Management Complaints Procedure [See Chapter 7 Schedule 4].

13. Contractors

- 13.1 The TMO will maintain a list of approved building contractors. The list will be reviewed annually to assess the performance of those included. This assessment will be based on the reliability of services provided, standard of work completed, costs, proper regard to current Health and Safety legislation, good practice, safe working and equal opportunities.
- 13.2 Equal opportunities considerations include the behaviour of contractors towards residents, staff and members. All contractors included on the approved list must have clear written policies in respect of both equal opportunities and health and safety at work available for inspection by the Organisation.

14. Breaches of the Equal Opportunities Policy and Procedures

14.1 Any breach or complaint concerning the TMO's Equal Opportunities Policy or procedures will be dealt with through the TMO's Complaints Procedure.

14.2 Employees, officers or members may be subject to disciplinary action in respect of any proven breach of the TMO's Equal Opportunities Policy or failure to take appropriate remedial action to address such a breach.

15. Monitoring and review of Equal Opportunities Policies and Procedures

15.1 The TMO will monitor its equal opportunities policy to ensure that:

- The Organisation's aims and objectives are being fulfilled.
- Information is up-to-date.

15.2 The following areas will be monitored:

- The standard of repair service provided to each household.
- The standard of service provided generally to each household.
- The representativeness of the membership of the TMO in relation to the resident body of the Property.
- The representativeness of the Management Committee.
- The needs of disadvantaged groups and the appropriateness of the TMO's policies and procedures
- The inclusion of contractors on the approved list and compliance with equal opportunities.

15.3 Information will be collected in the following ways:

- Resident satisfaction slips.
- Management complaints.
- Residents' survey.
- Regular reports to the Management Committee.
- Regular updating of the household database.

15.4 For the purposes of monitoring compliance with the TMO's equal opportunities policy, the following information will be collected about each household and updated annually:

- Age.
- Race/ethnic origin.
- Gender.
- Household type.
- Physical disability.
- Main languages spoken.
- Special needs.

15.5 All reports to the Management Committee will comment on the implications for the TMO's Equal Opportunities Policy. An Equal Opportunities monitoring report will be made to the TMO's Annual General Meeting. This report will identify issues and make recommendations.

1. Definition of serious failing

- 1.1 In accordance with chapter 1, clause 19 the Council will seek to serve a Supervision Notice on the TMO in the event that there is a serious failing in the financial performance, management or organisation of the TMO.
- 1.2 Such action will not be taken by the Council unless an agreed Improvement Plan has not remedied the failing, and the service of a Breach Notice and Warning Notice have also not remedied the failing, or where the Council is satisfied that there are serious failings identified as a result of a Special Review carried out under the provisions of Chapter 8, Clause 7.8.
- 1.3 Areas of the TMOs performance which would be considered a serious failing include:
- Failure to pay rent monies due to the Council within 14 days of receipt of an invoice on more than two occasions in a twelve month period;
 - Failure to allow the Council to carry out or an adverse annual review of its Equal Opportunities Policy and Procedures
 - Failure to hold an Annual General Meeting within 6 months of the end of the financial year;
 - Deregistration as an Industrial and Provident Society;
 - Failure to invite the Council's nominated member (where relevant) to meetings;
 - Failure to conduct a continuation ballot within 3 months of the date at which it falls due;
 - The TMO's rent collection rate falling below 90%;
 - Failure to operate within the TMO's Financial Procedures;
 - Failure to give the Council's monitoring officer a copy of the signed audited accounts (with no qualification, and with a copy of auditor's letter) within 6 months of the end of the TMO's financial year;
 - Failure to submit returns to the Financial Services Authority within the specified time;
 - Failure to draw up an annual budget;
 - Retention of a surplus deemed excessive in the light of the Property's known needs;
 - Failure to notify the Council of details of bank accounts and signatories;
 - Appointment of staff without going through an agreed recruitment process;
 - Where the TMO committee has ceased to operate in a lawful or meaningful way and has no immediate plans to remedy the situation quickly;
 - Where the TMO has mismanaged its housing management functions so that even most basic services are not being provided to tenants, and it has no immediate plans to remedy the situation (for example, where there is a significant increase in the level of complaints from tenants about services provided by the TMO);

- Where the TMO is taking decisions that are outside its powers and/or unlawful, and/or appears to be trading whilst insolvent;
- Where the TMO has consistently and over a long period of time failed to remedy problems which have been identified and agreed as needing action and as a result the service to tenants is being materially affected;
- An adverse annual external audit, an adverse internal audit report by the Council or TMO failure to produce audited accounts within the timeframe specified in the TMO's constitution;
- Serious performance failures identified as a result of the regular monitoring visits or meetings and through performance indicator information provided by the TMO to the council;
- Consistent, continuing TMO failure to provide agreed monitoring information, provide agenda sets or allow council representatives to attend committee meetings;
- Failure to allow the Council to carry out a review under the management agreement [Chapter 8 Clause 7].
- Failure to provide adequate insurance cover against all risks specified in the management agreement.

1.4 The information gained from any review meeting shall inform the content of the Supervision Notice

2. Service of Supervision Notice Procedure

2.1 Where the Council is satisfied that there are serious failings of the TMO, as described in 1) above, the Council may undertake a Special Review under the provisions of Chapter 8, clause 7. If the findings of this review confirm failings in the TMO's performance the Council may serve a Supervision Notice as detailed in Clause 3 of this schedule.

2.2 The Special Review may take place as part of an Improvement Plan as allowed under Chapter 1, clause 19.2. The Supervision Notice may be served if, in the view of the person conducting the Special Review, the failings are sufficiently serious as to override the requirement to serve a Breach Notice.

2.3 Where a Special Review has not taken place the TMO may request the Council to appoint an independent person to advise on the reasonableness of its intention to serve a Supervision Notice.

2.4 Where the TMO so requests the appointment of an independent person, such a person must be familiar with the work of TMOs and should be a member of one of the following groups

- National Federation of TMOs (NFTMO)
- Local Authority Co-operative Officers Group (LACOG)
- DCLG approved development agency (Lead Advisors)

The appointed person must provide a report on the reasonableness of the service of the Supervision Notice within seven calendar days and the Council will meet the costs of the work undertaken. The report of the Independent person must comment on

- the reasonableness of the Notice
- the content of the Notice

- 2.5 Where there are recommendations on the content of the Notice, these should be
- clear
 - realistic
 - achievable within a reasonable time scale
 - have regard to the circumstances of the case

In the event of a dispute on the submitted costs, Communities and Local Government shall be asked to provide guidance.

- 2.6 The TMO's consent must be given to the independent person appointed and such consent shall not be unreasonably withheld.
- 2.7 Both the Council and the TMO will accept the recommendations of the independent person.
- 2.8 The service of the Supervision Notice must be approved by the Strategic Director of Housing and will be served on both the Chair and the Secretary of the TMO.

3. Supervision Notice Content

- 3.1 The Supervision Notice will include
- A description of the serious problem or failing.
 - The date on which the Notice is to come into effect, specifying the period of the operation of the Notice (the initial period must not exceed 6 months but may be extended for an additional period not exceeding 3 months. When that period expires it may be extended by a further additional period not exceeding 3 months).
 - A description of action already taken by the Council or the TMO to remedy the problem or failing.
 - Specific action, by the Council or the TMO, which is reasonably required to resolve the problem or remedy the failure.
 - The timetable for implementing the proposed action.
 - How progress will be monitored and reviewed.
 - How decisions on termination or extension of the Notice are to be determined and implemented.
- 3.2 Actions which may be specified in the Supervision Notice to remedy the serious failings are:
- Providing additional information, advice, training and help to the TMO.
 - Strengthening the TMO's monitoring arrangements.
 - Reviewing and strengthening the TMO's financial and reporting systems and procedures.
 - Providing time-limited additional management support to the TMO.
 - Strengthening the TMO Board.

This list is not exhaustive.

- 3.3 During the period of the Notice the TMO shall be able to continue its management functions under the management agreement under the direction of the Council.

4. Reviewing Progress and terminating the Supervision Notice

- 4.1 The progress of the specified action in the Supervision Notice will be monitored at monthly meetings between the Council and the TMO. The Council will be represented at these meetings by the Council's monitoring officer and Liaison Officer. Action agreed at these meetings will be given to named officers from both the Council and the TMO to implement.
- 4.2 Each meeting shall receive a jointly agreed report from the Council's monitoring officer and Liaison Officer, and the TMO Manager setting out the agreed targets, the work undertaken to date to achieve these targets, exception reports where targets have not been met and proposals for achieving future targets.
- 4.3 Where targets have not been met the Council must consider any change in circumstances and how realistic such targets are. The Council will then indicate the revised timescales, if any. It may also decide to extend the period of the Supervision Notice in accordance with clause 19.10.
- 4.4 Where, following a review meeting, the Council accepts that the failing has been remedied, the Council's monitoring officer shall write to the TMO Secretary within 7 days of the review meeting, serving a Supervision Termination Notice, in accordance with Clause 19.12. This notice will inform the TMO that the Supervision will come to an end on a specified date. If it is decided that the management agreement should be ended in accordance with Clause 20.2.6, the Council will give the TMO at least three months notice in writing that a Supervision Termination Notice is not to be served at the end of the initial period of the Supervision, or the first additional period.
- 4.5 At the end of each period of Supervision the Council shall provide a written update to all residents of the Property. This will include details of the standards to be achieved, the timescale for achieving them and progress towards achieving them. Any decision to terminate the Management Agreement must be communicated to all residents within 48 hours of the TMO being informed.

Styles House Limited

*Registered under the Industrial &
Provident Societies Act 1965*

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Model Rules for Tenant Management Organisations

MODEL RULES 2010

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PART A NAME AND OBJECTS

Name

A1 The name of the Society shall be Styles House Limited ("the Society"). The management committee shall be called "the Board".

Objects

A2 The society is formed for the benefit of the community in Styles House which shall be called "the Area". Its objects shall be to carry on for the benefit of the community:

A2.1 business of providing, maintaining, and managing housing and associated amenities and any services that contribute to wider regeneration including the creation of employment, the advancement of education and training, relief of poverty, the provision of public amenities and recreational facilities, and the promotion of public safety and the prevention of crime within the Area of benefit;

A2.2 any object that can be carried out by an Industrial and Provident Society registered as a social landlord with the Housing Corporation.

A2.3 In carrying out these objects the Society shall promote equality of opportunity and avoid discrimination against any person on the grounds of racial origin, gender, sexuality, disability, religion, age, class, appearance, marital status, unrelated criminal convictions, or being HIV positive or having AIDS.

Non-profit

A3 The society shall not trade for profit.

A4 Nothing shall be paid or transferred by way of profit to shareholders of the Society.

Society Address

A5 The registered Office of the Society shall be The Tenants Hall, Styles House, Hatfields, London SE1 8DF.

PART B POWERS OF SOCIETY, BOARD, AND SHAREHOLDERS

Powers

B1 The society shall have power to do anything that a natural or corporate person can lawfully do which is necessary or expedient to achieve its objects, provided that the Society shall not trade for profit.

B2 The society shall not have power to receive money on deposit in any way which would require authorisation under the Banking Act 1987 or any other authority required by statute unless it has such authorisation.

Powers of the Board

B3 The business of the Society shall be directed by the Board.

B4 Apart from those powers which must be exercised in general meeting:

B4.1 by statute; or

B4.2 under these rules all the powers of the Society may be exercised by the Board for and in the name of the Society.

B5 The Board shall have power to delegate, in writing, the exercise of any of its powers to committees and to employees of the Society (subject to rule D1) on such terms as it determines. Such delegation may include any of the powers and discretions of the Board.

Limited powers of shareholders in general meeting

B6 The society in general meeting can only exercise the powers of the Society expressly reserved to it by these rules or by statute.

General

B7 The certificate of an officer of the Society that a power has been properly exercised shall be conclusive as between the Society and any third party acting in good faith.

B8 A person acting in good faith who does not have actual notice of any regulations shall not be obliged to see or enquire if the Board's powers are restricted by such regulations.

PART C SHAREHOLDERS AND GENERAL MEETINGS

Obligations of shareholders (members)

C1 Shares of the nominal value of one pound each shall be issued to persons upon admission to membership of the Society. The shares shall be neither withdrawable nor transferable, shall carry no right to interest, dividend nor bonus, and shall be forfeited and cancelled on cessation of membership from whatever cause, and the amount paid-up thereon shall become the property of the Society. A member shall hold one share only in the Society.

C2 All members agree to be bound by the obligations on them as set out in these rules. When acting as shareholders they shall act at all times in the interests of the Society and, for the benefit of the community, as guardians of the objects of the Society.

Nature of shares

C3 The Society's share capital shall be raised by the issue of shares. Each share has the nominal value of one pound which shall carry no right to interest, dividend or bonus.

C4 Only shares held by the nominee of an unincorporated body (alone or jointly with other nominees) can be transferred and only to a new nominee (alone or jointly with other nominees).

C5 When a shareholder ceases to be a shareholder or is expelled from the Society, his or her share shall be cancelled. The amount paid up shall become the property of the Society.

Nature of shareholders

C6 A shareholder of the Society is a person or body whose name and address is entered in the register of shareholders.

C7 The following cannot be shareholders:

C7.1 a minor;

C7.2 a person who has been expelled as a shareholder, unless authorised by special resolution at a general meeting;

C7.3 an employee of the Society.

C8 A shareholder can be the nominee of an unincorporated body. In such cases the register shall contain the name and address of the shareholder, and shall designate the shareholder as the nominee of a named unincorporated body. The address of the unincorporated body shall also be entered in the register if it differs from the address of the shareholder nominee.

C9 A corporate body can be a shareholder. It can appoint an individual to exercise its rights at general meetings. Any such appointment shall be in writing, and given to the secretary.

C10 No shareholder shall hold more than one share and each share shall carry only one vote.

C11 A share cannot be held jointly unless by nominees of an unincorporated body.

Admission of shareholders

C12 The first members of the Society shall be the signatories to the application for registration. Thereafter the Society:

C13 Shall admit to membership any tenant, or resident aged eighteen years or over who agrees to be bound by the provision of these rules; or

C13 Shall admit to membership any tenant, or resident aged eighteen years or over who agrees to be bound by the provision of these rules; or

C13 Shall admit to membership any tenant aged eighteen years or over who agrees to be bound by the provision of these rules; and

C14 Pay the sum of one pound (which shall be returned to them if the application is not approved);

C15 May at its discretion admit to membership any society, company, firm or Local Authority or an individual nominated as the representative of any unincorporated association which is considered able to make a contribution to the activities of the Society.

C15.1 A corporate body which is a member of the Society shall appoint a representative who shall during the continuance of her/his appointment be entitled to exercise at general meetings of the Society all such rights and powers as the corporate body would be able to exercise if it were an individual person.

C15.2 Written notification of an organisation's choice of representative shall be sent to the secretary of the Society.

C16 Will publish policies and admit members in accordance with those policies as long as the majority of members are tenant members.

Ending of shareholding

C17 A shareholder shall cease to be a shareholder if:

C17.1 they die; or

C17.2 in the Board's opinion they cease to qualify for membership under rule C13

C17.2 they are expelled under rule C18; or

C17.3 they withdraw from the Society in writing to the secretary; or

C17.4 in the case of a body corporate it ceases to be a body corporate; or

C17.5 in the case of the nominee of an unincorporated body, they transfer their share to another nominee of that body; or

C17.6 in the case of the nominee of an unincorporated body the body is wound up

C18 A shareholder may only be expelled by a special resolution at a special general meeting called by the Board.

C18.1 The Board must give the shareholder at least one month's notice in writing of the general meeting. The notice to the shareholders must set out the particulars of the complaint of conduct detrimental to the Society, and must request the shareholder to attend the meeting to answer the complaint.

C18.2 At the general meeting called for this purpose the shareholders shall consider the evidence presented by the Board and by the shareholder (if any). The meeting may take place even if the shareholder does not attend.

C18.3 If the resolution to expel the shareholder is passed in accordance with this rule, the shareholder shall immediately cease to be a shareholder.

C18.4 No member expelled from membership shall be re-admitted except by a resolution carried by a majority of not less than two-thirds of the members voting at any General Meeting of which due notice has been given.

Annual general meeting

C19 The society shall hold a general meeting called the annual general meeting within six calendar months after the close of each of its financial years.

C20 The functions of the annual general meeting shall be:

C20.1 to receive the annual report which shall contain:

- the revenue accounts and balance sheets for the last accounting period
- the auditor's report on those accounts and balance sheets
- the Board's report on the affairs of the Society
- a statement of the skills, qualities and experience required by the Board amongst its members;

C20.2 to appoint the auditor;

C20.3 to elect Board members;

C20.4 to transact any other general business of the Society set out in the notice convening the meeting including any business that requires a special resolution.

Special general meetings

C21 All general meetings other than annual general meetings shall be special general meetings and shall be convened either:

C21.1 upon an order of the Board; or

C21.2 upon a written requisition signed by one-tenth of the shareholders or twenty five shareholders which ever is the lesser stating the business for which the meeting is to be convened;

C21.3 if within twenty-one days after delivery of a requisition to the secretary a meeting is not convened, the members who have signed the requisition may convene a meeting. A minimum of 6 shareholders shall be present.

C22 A special general meeting shall not transact any business that is not set out in the notice convening the meeting.

Calling a general meeting

C23 All general meetings shall be convened by at least fourteen clear days' written notice posted or delivered to every member at the address given in the share register. The notice shall state whether the meeting is an annual or special general meeting, the time, date and place of the meeting, and the business for which it is convened.

C24 A notice sent by post to a shareholder's registered address shall be deemed to have been duly served forty-eight hours after its posting. The accidental omission to send any notice to or the non-receipt of a notice by any member shall not invalidate the proceedings at the meeting.

Proceedings at general meetings

C25 Before any general meeting can start its business there must be a quorum present. A quorum is one quarter of all shareholders or ten shareholders, whichever is the lesser, subject to an absolute minimum of six.

C26 A meeting held as a result of a shareholders' requisition will be dissolved if too few shareholders are present half an hour after the meeting should begin.

C27 All other general meetings with too few shareholders will be adjourned until a day not more than twenty-eight days after the date set for the original meeting, and notice shall be given to all members of the adjourned meeting as of the original meeting. If at such an adjourned meeting a quorum is not present within half an hour after the time set for the meeting, then the members present shall constitute a quorum.

C28 The Chair of the Society shall preside at every general meeting. In the event of her/his absence or unwillingness to act, the Vice-Chair shall preside and, in the event of her/his absence or unwillingness to act, the members present shall choose one of their number to be Chair of the meeting. The Chair can:

C28.1 take the business of the meeting in any order that the chair may decide; and

C28.2 with the consent of the majority of members present at any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Where a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting, otherwise it shall not be necessary to give any notice of any adjournment or of the business to be transacted at an adjourned meeting.

C29 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a secret ballot is, before or on the declaration of the result of the show of hands, demanded by at least two members present. Unless a secret ballot be so demanded, a declaration by the Chair that a resolution has on a show of hands been carried or lost and an entry to that effect in the book containing the minutes of the proceedings of the Society shall be conclusive evidence of the fact without proof of the number or proportions of the votes recorded in favour or against such resolutions. The demand for a secret ballot may be withdrawn.

C29.1 If a secret ballot is duly demanded it shall be taken in such a manner as the Chair directs, and the result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded.

C29.2 In the case of an equality of votes, whether on a show of hands or on a ballot, the Chair shall have a second or casting vote.

Proxies

C30 There shall be no voting by proxy.

Voting

C31 Subject to the provisions of these rules or of any statute, a resolution put to the vote at a general meeting shall, except where a ballot is demanded or directed, be decided upon a show of hands.

C32 On a show of hands every shareholder present in person and on a ballot every shareholder present in person or by proxy shall have one vote. In the case of an equality of votes the resolution should fail, or

C32 On a show of hands every shareholder present in person and on a ballot every shareholder present in person or by proxy shall have one vote. In the case of an equality of votes the resolution should fail, or

C32 On a show of hands every shareholder present in person and on a ballot every shareholder present in person or by proxy shall have one vote. In the case of an equality of votes the chair of the meeting shall have a second or casting vote

C33 Unless a ballot is demanded (either before or immediately after the vote), a declaration by the chair that a resolution on a show of hands has been carried or lost, unanimously or by a particular majority, is conclusive. An entry made to that effect in the book containing the minutes of the proceedings of the Society shall be conclusive evidence of that fact.

C34 Any question as to the acceptability of any vote whether tendered personally or by proxy shall be determined by the chair of the meeting whose decision shall be final.

C35 A ballot on a resolution may be demanded by any three shareholders at a meeting (in person or by proxy) or directed by the chair (and such demand or direction may be withdrawn). A ballot may be demanded or directed after a vote on the show of hands, and in that case the resolution shall be decided by the ballot.

C36 A ballot shall be taken at the meeting at such time and in such manner as the chair shall direct. The result of such a ballot shall be deemed to be the resolution of the Society in general meeting.

PART D THE BOARD

Functions

D1 The Society shall have a Board (in these rules referred to as “the Board”) which shall direct the affairs of the Society in accordance with its objects and rules and ensure that its functions are properly performed. Amongst its functions shall be to:

D1.1 define and ensure compliance with the values and objectives of the Society and ensure these are set out in each annual report;

D1.2 establish policies and plans to achieve those objectives;

D1.3 approve each year’s accounts prior to publication and approve each year’s budget;

D1.4 establish and oversee a framework of delegation and systems of control;

D1.5 agree policies and make decisions on all matters that create significant financial risk to the Society or which affect material issues of principle;

D1.6 monitor the Society’s performance in relation to these plans, budget, controls and decisions;

D1.7 appoint (and if necessary remove) the chief executive (if any and if falling within the Society’s authority);

D1.8 satisfy itself that the Society’s affairs are conducted in accordance with generally accepted standards of performance and propriety;

D1.9 take appropriate advice.

And none of these functions D1.1 – D1.9 inclusive shall be delegated

Composition of the Board

D2 Unless otherwise determined by the Society in general meeting, the Society shall have a Board comprising not more than nine and not less than five elected members plus persons co-opted in accordance with the provisions of these rules.

D3 A majority of Board members shall always be tenants residing in ‘the Area’ and of households under the management of the tenant management organisation.

D4 In every notice for an annual general meeting the Board shall set out its requirements for the skills, qualities and experience which it needs from its members. The notice shall state the extent to which those requirements are met by those Board members continuing in office, and those retiring and intending to re-offer themselves for election.

D5 The Board shall in its annual report set out the obligations of every Board member to the Board and to the Society. The Board shall review and may amend the obligations of Board members from time to time.

D5.1 No Board member may act as such until they have signed and delivered to the Board a statement, confirming that they will meet their obligations to the Board and to the Society. The Board may vary the form of statement from time to time.

D5.2 Any Board member who has not signed such statement without good cause within one month of election or appointment to the Board shall immediately cease to be a Board member.

D6 The Board may at any time co-opt any person, whether or not a member of the Society, to serve on the Board in addition to the elected members. The Board may also remove any person co-opted. There are two categories of co-opted Board members

D6.1 Co-opted Board members sought to ensure the Board has appropriate skills

D6.1a The Board may at any time co-opt board members for their skills, knowledge and qualities who do not reside in the Area provided that members so co-opted shall never exceed one third of the total Board.

D6.1b Such voting co-optees shall not be counted for purposes of calculating a quorum but shall otherwise be full members of the Board.

D6.1c Such co-opted Board members have full speaking and voting rights at meetings of the Board except they cannot vote on the election of officers nor any matter affecting shareholders.

D6.1d Any person co-opted by the Board may be removed by a majority vote of the Board.

D6.2 Co-opted Board members sought to fill casual vacancies who live in the Area

D6.2a If the Board falls below the minimum number as expressed in these rules, the Board shall act to fill such vacancies or to call a general meeting of the Society, and for no other purpose.

D6.2b The Board may at any time co-opt any member to fill any casual vacancy on the Board provided that members so co-opted shall never exceed one third of the total Board. Priority for co-option shall be given to members who were nominated but not elected at the previous annual general meeting, in order of number of votes cast.

D6.2c Subject to rule D5.2c, co-opted members of the Board shall serve until the annual general meeting following their co-option but shall thereafter not be eligible for further co-option. Co-opted members are eligible to stand for election to the Board on standing down.

D6.2d Any person co-opted by the Board may be removed by a majority vote of the Board.

D6.2e Such co-opted Board members have full speaking and voting rights at meetings of the Board and can vote on the election of officers and any matter affecting shareholders.

D7 For the purposes of these rules and of the Act a co-optee is a “Board member” or “member of the Board”. For the purposes of the Housing Act 1996 a co-opted is an officer.

D8 The Board may invite other persons, whether or not members of the Society, to attend any of its meetings. Such invited persons shall not have voting rights and shall only have speaking rights at the discretion of the Chair.

D9 No one can become or remain a Board member at any time if:

D9.1 they resign their office in writing to the Society; or

D9.2 they are disqualified from acting as a director of a company for any reason; or

D9.3 they have been convicted of an indictable offence within the last five years; or

D9.4 they are not a shareholder; or

D9.5 they have absented themselves from four consecutive meetings of the Board without special leave of absence; or

D9.6 being an elected member of the Board, ceases to be a member of the Society, or is replaced as the representative of an organisation which is a member of the Society, or is an individual nominated as the representative of an unincorporated association which ceases to be a member; or

D9.7 becomes bankrupt.

D10 A Board member may be removed from the Board:

D10.1 by a two third majority vote of the members at a General Meeting of the Society, the notices of which specified that the question of such removal was to be raised; or

D10.2 by a resolution passed by three quarters of the Board provided the following conditions are satisfied:

- at least fourteen days’ notice of the proposed resolution has been given to all Board members; and
- the notice sets out in writing the alleged breach(es) of the member’s obligations in accordance with rule C2; and
- the Board is satisfied that the allegation(s) is or are true.

Election to the Board

D11 The initial Board of the Society from incorporation until the first annual general meeting shall be appointed by the founder members.

D12 D12.1 At every annual general meeting not less than one third of the Board members shall retire from office.

D12.2 Board members forming the retiring third shall be those who have been longest in office since they were last elected or re-elected to the Board. If the choice is between people who became Board members on the same day those to retire shall be chosen by lot if not agreed.

D12.3 Anybody appointed to fill a casual vacancy under rule D6 during the year and who retires for that reason shall not count towards the one third to retire.

D13 If at an annual general meeting, the candidates for election as Board members do not exceed the number of vacancies on the Board the chair shall declare those candidates to have been duly elected. If the number of candidates exceeds the number of vacancies the meeting shall elect the Board members by ballot in such a manner as the chair directs.

D14 Nominations for election to the Board shall be invited from all members of the Society by writing to them at the address recorded in the Register of Members not less than twenty-eight days before the date set for the annual general meeting.

D15 Completed nomination forms must be received at the Registered Office of the Society not less than seven days before the date set for the annual general meeting. Nomination forms must include: the name and address of the person being nominated; a signed statement by the person nominated of her/his willingness to stand for election; and the name, address and signature of the member making the nomination.

D16 In addition a candidate who is not retiring as a Board member must be nominated in writing by another shareholder.

D17 The election shall be conducted by secret ballot in such manner, as the Board shall direct, provided that all members of the Society are given clear instructions regarding how they may participate in the election.

D18 Only members of the Society or representatives of organisations which are members may stand for election to the Board or may nominate persons to stand for election to the Board.

D19 A general meeting of the Society may designate some or all of the available places on the Board as reserved for members who have been nominated to represent the interests of members with special interest, for example defined geographical districts within the Area of benefit of the Society, with a view to ensuring adequate representation on the Board for all members of the Society. In such an event, while nominations for available places shall be sought on a district basis, all members of the Society present at the annual general meeting shall be entitled to vote in respect of all available places on the Board.

Meetings of the Board

D20 The activities of the Society shall be managed by the Board who may pay all expenses of the formation of the Society as they think fit.

D21 No regulation made by the Society in general meeting shall invalidate any prior act of the Board which would have been valid had the regulation not been made.

D22 The Board may delegate any of its functions to sub-committees made up of members of the Board and such other persons as it sees fit provided that no more than two members of any sub-committee may be persons other than elected members of the Board. Any sub-committee so formed shall in the exercise of its powers conform with any regulations imposed upon it by the Board.

D23 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts or monies paid to the Society shall be signed, drawn, accepted, endorsed or otherwise executed in such manner as the Board shall from time to time by resolution determine.

D24 Members of the Board must meet together for the dispatch of business at least

six times a year, and may adjourn and otherwise regulate their meetings as they think fit. A Board member may and the secretary shall at the request of a Board member summon a meeting of the Board at any reasonable time provided that every member of the Board shall receive at least seven clear days' notice of any such meeting.

D25 The quorum necessary for the transaction of business at a Board Meeting shall be four or half of the Board whichever is the lesser.

D26 Questions arising at Board meetings shall be decided by a majority of votes of those present. In the case of an equality of votes the resolution should fail.

D27 A resolution in writing signed by all members for the time being entitled to vote at meetings of the Board shall be valid and effective as if the same had been passed at a meeting duly convened and held and may consist of several identical documents each signed by one or more members.

Board members' interests

D28 No Board member, co-optee or member of a committee shall have any financial interest:

D28.1 personally; or

D28.2 as a member of a firm; or

D28.3 as a director or other officer of a business trading for profit; or

D28.4 in any other way whatsoever in any contract or other transaction with the Society, unless it is expressly permitted by these rules.

D29 The society shall not pay or grant any benefit to anyone who is a Board member or a co-optee or a member of a committee, unless it is expressly permitted by these rules.

D30 Any Board member, co-optee or member of a committee, having an interest in any arrangement between the Society and someone else shall disclose their interest, before the matter is discussed by the Board or any committee. Unless it is expressly permitted by these rules they shall not remain present unless requested to do so by the Board or committee, and they shall not have any vote on the matter in question. Any decision of the Board or of a committee shall not be invalid because of the subsequent discovery of an interest which should have been declared.

D31 Every Board member, co-optee and member of a committee shall ensure that the secretary at all times has a list of all other bodies in which they have an interest as:

D31.1 a director or officer; or

D31.2 as a member of a firm; or

D31.3 as an official or elected member of any statutory body; or

D31.4 as the owner or controller of more than 2% of a company the shares in which are publicly quoted or more than 10% of any other company; or

D31.5 as the occupier of any property owned or managed by the Society; or

D31.6 any other significant or material interest.

D32 If requested by a majority of the Board or members of a committee at a meeting convened specially for the purpose, a Board member, co-optee or member of a committee who fails to disclose an interest as required by these rules shall vacate their office either permanently or for a period of time.

D33 The society may pay properly authorised expenses and any remuneration as shall be approved by the Board from time to time to Board members, cooptees and members of committees when actually incurred on the Society's business, or

D33 The society may pay properly authorised expenses and any remuneration as shall be approved by the Board from time to time to Board members, coopted and members of committees when actually incurred on the Society's business. Any remuneration shall not exceed such sum as would breach Schedule 1 of the Housing Act 1996 at the time it is paid and shall be in accordance with any guidance from the Housing Corporation that is applicable to the Society.

D34 A Board member, co-optee or member of a committee shall not have an interest for the purpose of rule D28 as a Board member, director, or officer of any other body whose accounts are or ought to be consolidated with the Society's accounts.

D35 Board members, co-optees or members of committees who are tenants of the Society shall not have an interest for the purpose of rule D28 in any decision affecting all or a substantial group of tenants.

D36 The grant of a tenancy by the Society at the direction of another body to a Board member, co-optee or member of a committee is not the grant of a benefit for the purpose of rule D29.

Management and delegation

D37 The Board may delegate any of its powers under written terms of reference to committees or to employees (subject to rule D1). Those powers shall be exercised in accordance with any written instructions given by the Board.

D38 All acts and proceedings of any committee shall be reported to the Board.

D39 No committee can incur expenditure on behalf of the Society unless at least one Board member or co-opted of the Board on the committee has voted in favour of the resolution and the Board has previously approved a budget for the relevant expenditure.

Miscellaneous provisions

D40 All decisions taken at a Board or any committee meeting in good faith shall be valid even if it is discovered subsequently that there was a defect in the calling of the meeting, or the appointment of the members at a meeting, or

D41 Meetings of the Board can take place in any manner that permits those attending to hear and comment on the proceedings.

D42 A Board member acting in good faith shall not be liable to the Society for any loss.

PART E CHAIR, CHIEF EXECUTIVE, SECRETARY & OTHER OFFICERS

The chair

E1 The society shall have a chair, who shall also chair Board meetings, and shall be elected by the Board.

E2 The chair on election shall hold office until the commencement of the first Board meeting after the next annual general meeting of the Society (or until the chair resigns as chair). The first item of business for any Board meeting when there is no chair or the chair is not present shall be to elect the chair. The chair shall at all times be a shareholder and a Board member and cannot be an employee.

E3 The chair of the Society may be removed at a Board meeting called for the purpose provided the resolution is passed by at least two thirds of the members of the Board at the meeting.

The chair's responsibilities

E4 The chair shall seek to ensure that:

E4.1 the Board's business and the Society's general meetings are conducted efficiently;

E4.2 all Board members are given the opportunity to express their views;

E4.3 a constructive working relationship is established with, and support provided for the chief executive (if any);

E4.4 the Board delegates sufficient authority to its committees, the chair, the chief executive (if any), and others to enable the business of the Society to be carried on effectively between Board meetings;

E4.5 the Board receives professional advice when it is needed;

E4.6 the Society is represented as required; and

E4.7 the Society's affairs are conducted in accordance with generally accepted codes of performance and propriety.

E5 The chair shall seek to ensure that there is a written statement of the chair's responsibilities which shall be agreed with the Board, and reviewed from time to time.

The chief executive

E6 The society may have a chief executive appointed by the Board. The chief executive shall be appointed on a written contract of employment, which shall include a clear statement of the duties of the chief executive.

The secretary

E7 The society shall have a secretary who shall be appointed by the Board. The secretary shall in particular:

E7.1 summon and attend all meetings of the Society and the Board and keep the minutes of those meetings; and

E7.2 keep the registers and other books determined by the Board; and

E7.3 make any returns on behalf of the Society to the Financial Services Authority; and

E7.4 have charge of the seal of the Society; and

E7.5 be responsible for ensuring the compliance of the Society with these rules.

Other officers

E8 The Board may designate as officers such other executives as it from time to time decides.

Miscellaneous

E9 Every officer or employee shall be indemnified by the Society for any amount reasonably incurred in the discharge of his or her duty.

E10 Except for the consequences of their own dishonesty or gross negligence no officer or employee shall be liable for any losses suffered by the Society.

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PART F FINANCIAL CONTROL AND AUDIT

Auditor

F1 The society if required by law to do so shall appoint an auditor to act in each financial year. They must be qualified as provided by Section 7 of the Friendly and Industrial & Provident Societies Act 1968 as amended by the Companies Act 1989.

F2 The following cannot act as auditor:

F2.1 an officer or employee of the Society;

F2.2 a person employed by or employer of, or the partner of, an officer or employee of the Society.

F3 An auditor must be appointed by resolution at a general meeting.

F4 The Society's first auditor shall be appointed at a general meeting within three months of its registration or when first required by law to do so, whichever is the earlier. The Board may make the appointment if no meeting is held within three months of the due date. The Board may appoint an auditor to fill a casual vacancy.

F5 Where an auditor is appointed to audit the accounts for the preceding year, they shall be re-appointed to audit the current year's as well unless:

F5.1 a general meeting has appointed someone else to act or has resolved that the auditor cannot act; or

F5.2 the auditor does not want to act and has told the Society so in writing; or

F5.3 the person is not qualified or falls within rule F2 (above); or

F5.4 the auditor has become incapable of acting; or

F5.5 notice to appoint another auditor has been given.

F6 F6.1 Not less than twenty eight days' notice shall be given for a resolution to appoint another person as auditor, or to forbid a retiring auditor being re-appointed.

F6.2 The society shall send a copy of the resolution to the retiring auditor and also give notice to its shareholders at the same time and in the same manner, if possible.

F6.3 If not, the Society shall give notice by advertising in a local newspaper at least 14 days before the proposed meeting. The retiring auditor can make representations to the Society which must be notified to its Shareholders under Section 6 of the Friendly and Industrial and Provident Societies Act 1968.

Auditor's duties

F7 The findings of the auditor shall be reported to the Society, in accordance with Section 9 of the Friendly and Industrial and Provident Societies Act 1968.

F8 The Board shall produce the revenue account and balance sheet audited by the auditor, if required, and the auditor's report, if required, at each annual general meeting. The Board shall also produce its report on the affairs of the Society which shall be signed by the person chairing the meeting which adopts the report.

Accounting requirements

F9 The end of the accounting year must be a date allowed by the Act.

F10 The Society shall keep proper books of account detailing its transactions, its assets and its liabilities, in accordance with Sections 1 and 2 of the Friendly and Industrial and Provident Societies Act 1968.

F11 The Society shall establish and maintain satisfactory systems of control of its books of account, its cash and all its receipts and payments.

Annual returns and balance sheets

F12 Every year, within the time specified by legislation, the secretary shall send the Society's annual return to the Financial Services Authority. The return shall be up-to-date to the time specified in the Act, or such other date allowed by the Financial Services Authority. The

annual return shall be accompanied by the auditor's reports, if required, for the period of the return and the accounts and balance sheets to which it refers.

Borrowing

F13 The society may receive from any person donations towards its work.

F14 The total borrowings of the Society at any time shall not exceed £1 million (one million pounds) or such a larger sum as the Society determines from time to time in general meeting.

F15 The rate of interest payable at the time terms of borrowing are agreed on any money borrowed shall not exceed the rate of interest which, in the opinion of the Board, is reasonable having regard to the terms of the loan. The Board may delegate the determination of the said interest rate within specified limits to an officer, Board member or a committee.

F16 In respect of any proposed borrowing, for the purposes of rule F14:

F16.1 the amount remaining undischarged of any deferred interest or indexlinked monies previously borrowed by the Society or on any deep discounted security shall be deemed to be the amount required to repay such borrowing in full if such pre-existing borrowing became repayable in full at the time of the proposed borrowing; and

F16.2 For the purposes of rule F14 in respect of any proposed borrowing intended to be on index-linked or on any deep discounted security the amount of borrowing shall be deemed to be the proceeds of such proposed borrowing receivable by the Society at the time of the proposed borrowing.

Investment

F17 The funds of the Society may be invested by the Board in such manner as it determines.

Application of surpluses

F18 Any surplus shall be applied in pursuance of the Society's objects.

Social audit

F19 A social audit of the Society's activities may, by resolution of the Society in general meeting, be undertaken annually in addition to the annual return.

PART G MISCELLANEOUS AND STATUTORY, REGISTERED OFFICE AND NAME

G1 The Society's registered office is: Tenants Hall, Styles House, Hatfields, London SE1 8DF.

G2 The Society's registered name must:

G2.1 be placed prominently outside every office or place of business; and

G2.2 be engraved on its seal; and

G2.3 be stated on its business letters, notices, adverts, official publications, cheques and invoices.

Disputes

G3 G3.1 Any dispute on a matter covered by the rules shall be dealt with in the County Court if the dispute is between:

- the Society and an officer; or
- the Society and a shareholder; or
- the Society and a person claiming to be a shareholder; or
- the Society and a person who was a shareholder in the last six months.

G3.2 Alternatively, if the Society has been a member of the National Federation of Tenant Management Organisations for at least two years, such dispute can be resolved by an arbitrator appointed by the National Federation of Tenant Management Organisations if both parties to the dispute agree. If they do not agree the dispute shall be dealt with in the County Court.

G3.3 The arbitrator's decision is binding. No appeal is allowable. No court of law can alter it, but it can be enforced by a County Court.

G3.4 The arbitrator's decision on the costs of the arbitration is binding.

Minutes, seal, registers and books

G4 The minutes of all general meetings, and all Board and committee meetings shall be recorded, agreed by the relevant subsequent meeting and signed by whoever chairs the meeting and kept safe.

G5 The Board shall ensure that proper minutes are kept of all general, Board and sub-committee meetings of the Society. Such minutes shall include a record of those present and of any decisions taken and shall be available for inspection by any member and any Board member of the Society at all reasonable times.

G6 The Society must keep at its registered office:

G6.1 the register of shareholders showing:

- the names and addresses of all the shareholders; and
- a statement that one share only is held by each Board member and that one pound has been paid, or agreed to be considered as paid, on each share; and
- a statement of other property in the Society held by the shareholder; and
- the date that each shareholder was entered in the register of shareholders, and the date at which any person ceased to be a member.

G6.2 a duplicate register of shareholders showing the names and addresses of shareholders and the date they became shareholders.

G6.3 a register of the names and addresses of Board members, their offices and the dates on which they assumed those offices and dates on which they retired from office.

G6.6 a copy of the rules of the Society.

G7 The Society shall give to any shareholder on request a copy of its last annual return with the auditor's report (if one is required by law) on the accounts contained in the return free of charge.

G8 The secretary shall give a copy of the rules of the Society to any person on demand who pays such reasonable sum as permitted by law.

G9 The secretary shall keep a register of organisations in which Board members have an interest

Statutory applications to the FSA

G10 Ten shareholders can apply to the Financial Services Authority to appoint an accountant to inspect the books of the Society, provided all ten have been shareholders of the Society for a twelve month period immediately before their application.

G11 The shareholders may apply to the Financial Services Authority in order to get the affairs of the Society inspected or to call a special general meeting. One hundred shareholders, or one-tenth of the shareholders, whichever is the lesser, must make the application.

Amendment of rules

G12 G12.1 The rules of the Society may be rescinded or amended,

G12.2 The rules may only be amended by a resolution put before the general meeting by the Board and approved by at least two thirds of the Board.

G12.3 Rules A2; A3; A4; B1; B2; C3; C4; D3; D24;D25; G12 and G14 can only be amended or rescinded by three fourths of the votes cast at a general meeting. Any other rule can be rescinded or amended by two thirds of the votes cast at a general meeting.

G12.4 Amended rules shall be registered with the Financial Services Authority as soon as possible after the amendment has been made. An amended rule is not valid until it is registered.

Dissolution

G13 The society may be dissolved by a three fourths majority of members who sign an instrument of dissolution; or by winding-up under the Act.

G14 G14.1 Any property that remains, after the Society is wound-up or dissolved and all debts and liabilities dealt with, the shareholders may resolve to give or transfer to another body with objects similar to that of the Society within or as near to the Area as possible.

G14.2 If the Society is registered as a social landlord with the Housing Corporation any transfer or gift is governed by paragraph 15 of Schedule 1 of the Housing Act 1996.

G14.3 If no such institution exists, the property shall be transferred or given to the Housing Association's Charitable Trust.

Interpretation of terms

G15 In these rules, including this rule, unless the subject matter or context are inconsistent:-

G15.1 words importing the singular or plural shall include the plural and singular respectively;

G15.2 words importing gender shall include the male and female genders;

G15.3 any reference to an Act shall include any amendment or re-enactment from time to time

G15.4 "shareholder" shall mean one of the persons referred to in rule C5 and means "member" as defined by the Act

G15.5 "the Society" shall mean the Society of which these are the registered rules;

G15.6 "The Area" is set out in the management agreement or Right to Manage Notice.

G15.7 "Tenants" is a person living within "The Area" who is a lawful resident in one of the landlord(s) properties, and holds a tenancy agreement, licence or lease with the landlord(s) with whom the TMO has or intends to have a management agreement with

G15.8 "Resident" is any person, over 18, who is lawfully living within "The Area" including people who are also a "tenant"

G15.9 "Board" shall mean the Board appointed in accordance with Part D and "Board member" or "member of the Board" shall mean a member of the Board for the time being including a person co-opted to the Board under rule D.5.1 and D5.2,

G15.10 “officer” shall include the chair and secretary of the Society and any Board member for the time being and such other persons as the Board may appoint under rule E8;

G15.11 “persons claiming through a shareholder” shall include their personal representatives and also their nominees where a nomination has been made;

G15.12 “amendment of rules” shall include the making of a new rule and the rescission of a rule, and “amended” in relation to rules shall be construed accordingly;

G15.13 “register of shareholders” means the register kept in accordance with rule G6.1

G15.14 “secretary” means the officer appointed by the Board to be the secretary of the Society or other person authorised by the Board to act as the secretary’s deputy;

G15.15 “the Act” shall mean the Industrial and Provident Societies Acts 1965 to 2010;

G15.16 “these rules” shall mean the registered rules of the Society for the time being;

G15.17 references to any provision in any Act shall include reference to such provision as from time to time amended, varied, replaced, extended or re-enacted and to any orders or regulations made under such provision;

G15.18 “special resolution” means a resolution at a general meeting passed by a two thirds majority of all shareholders who vote in person or by proxy

G15.19 “property” shall include all real and personal estate (including loan stock certificates, books and papers);

G15.20 references to the “Financial Services Authority” shall include any statutory successor carrying on the relevant function of the “Financial Services Authority”.

STYLES HOUSE TMO CODE OF GOVERNANCE Chapter 1 Annex B

Introduction

Governance is the task of defining the goals and standards of an organisation and ensuring that there are effective management and other structures that will enable the organisation to achieve those goals and standards.

There are three key elements to good governance in the Organisation:

- 1 High ethical standards and explicit values
- 2 Strong systems of democratic accountability to members, tenants and the local community
- 3 Proper systems to ensure effective operations

Styles House should have a clear sense of its values and standards. This is important in terms of defining the TMO's identity both to active Committee Members and to the wider community. It would be expected that Styles House TMO would support the following as core values:

- 1 Self-help and self-responsibility – developing Styles House in such a way as to ensure the maximum number of members of the community identify with and take a pride in their neighbourhood
- 2 Democracy – proper accountability to Styles House TMO members and tenants. A commitment to working in partnership with the wider community, voluntary organisations and external stakeholders who will contribute to the quality of life of residents.
- 3 Equality – fairness and equality of opportunity in all aspects of the Styles House's governance
- 4 Honesty & openness – a spirit of openness, making full disclosure of governance matters and other information
- 5 Social responsibility and caring for others – ensuring that mutual support and respect of all members of the community is the bedrock of the decision-making process and the conduct of its life.

Styles House TMO needs to ensure that their systems operate effectively to best meet residents' needs and to satisfy the requirements of external organisations to which Styles House is accountable. The following principles should dictate the operational standards to which Styles House TMO should adhere:

- 1 Control - there should be effective and defined systems for internal delegation, so that Styles House can work on a day-to-day basis
- 2 Structures - there should be appropriate staffing structures to maintain the work of the organisation
- 3 Information - there should be a means by which Styles House TMO receives adequate up to date information and advice to inform its decisions
- 4 Review - there should be formal and open processes for periodic review of Styles House TMO's performance
- 5 Clarity - there should be clarity regarding the roles and responsibilities between Styles House TMO Committee Members, employed staff and other organisations employed to carry out work for the TMO

- 6 Audit - there should be an effective and proper means by which Styles House TMO has its work internally and externally audited.
- 7 Forward planning – there should be mechanisms in place to agree and monitor business plans, with specific objectives covering a number of years.

This code of governance aims to help Styles House TMO put these principles into practice. Good governance is more than good practice; it makes good business sense too. It is about organisational mission, clarity of purpose and effectiveness. As such, good governance enhances Styles House TMO's reputation, and ensures better results are achieved.

CODE OF GOVERNANCE

Styles House TMO has adopted a constitution, standing orders and other governance documentation, which support and enable the implementation of this code.

The TMO's rules set out the powers of the Styles House Committee. The TMO should aim to ensure that the Committee is broadly representative of the population living in the Styles House TMO area.

The Committee is legally accountable for the business of the organisation, but it should always see itself as answerable to its tenants and residents - reporting regularly, consulting tenants and residents on key issues and taking note of views expressed.

Styles House TMO is also formally accountable to its membership. Membership of the organisation should be open to all tenants, registered occupiers and leaseholders in the TMO's managed area. New residents should be encouraged to become members of Styles House TMO.

Styles House TMO is accountable to its membership through general meetings. The TMO rules relating to the proper calling of general meetings should always be observed. It should be the case that all members have the opportunity to express their opinions and vote on the TMO's values and objectives and key policy issues at general meetings.

Styles House TMO should ensure that:

1. All tenants and residents are encouraged to become involved in the running of the TMO
2. All tenants and residents receive information about what membership of Styles House TMO means and about the running of the TMO
3. No barriers exist to any tenant or resident becoming involved in the running of the TMO, particularly in relation to equal opportunities issues
4. Appropriate training and support are available to all tenants and residents to enable them to become involved in the running of the organisation

The Committee should seek to involve the maximum number of tenants and residents in the running of the TMO as possible, either through election to the Committee or through other means.

The essential functions and number of members (including co-opted members) of the Committee are set down in the rules of Styles House TMO and the Modular Management Agreement, the Committee Code of Conduct (**Appendix A**) and Committee Members Terms of Reference. (**Appendix B**)

Responsibilities of the Chair, Secretary and Treasurer

The responsibilities of the Chair, Secretary and Treasurer can be found in **Appendices C - E** to this Code of Governance.

Employment of staff

Clear working arrangements between members of staff and the Committee are a key element of governance.

The Committee should determine which functions should be carried out by volunteer members and which should be carried out by paid staff. These decisions, which will be described within 'Job Descriptions' and 'Contracts of Employment', should be subject to regular review by the Committee, but in making such decisions the Committee should be mindful of:

- 1 Day-to-day practicality
- 2 Not over-burdening the voluntary membership
- 3 How to deal with issues of confidentiality and equal opportunities
- 4 Ensuring that the TMO's day-to-day management functions are dealt with in a sustainable fashion, and do not suffer if particular volunteers are not available to carry out their work.

Responsibility for strategic decision-making cannot be devolved to members of staff. The TMO, through its Committee, remains accountable for all decisions, including statutory external bodies. Therefore, the Committee should ensure that it receives information necessary to perform its duties, and in particular, that it receives advice and support on matters relating to compliance with its rules, the law, the need to remain solvent and on establishing and maintaining proper systems of control. This support could be through employment of staff, or through some other method, but the Committee should satisfy itself that it has access to appropriate levels of support where necessary.

Openness

Styles House TMO should accept an obligation to account for their actions in an open manner, and should have policy references about access to their information and documentation. The TMO should publish information about performance in addition to the prescribed reports on their finances.

The TMO should publish an annual report of its activities and performance, which should be available to all the TMO members, to tenants and residents, to the landlord, to local community organisations and to other interested parties.

Accountability

The TMO is accountable to its membership through the organisation's general meetings. The Committee has a responsibility to ensure that its membership has the opportunity to express opinions and vote on key strategic issues, and abides by and implements day to day policies on the basis of decisions made by its general meetings (unless they contradict legal or contractual requirements).

Styles House TMO is accountable to tenants and leaseholders on matters listed in the management agreement with Southwark Council (the landlord) and will make best efforts to ensure that all tenants and leaseholders are effectively consulted with on key housing management issues that affect them, and that opinions expressed are taken into account.

Equality and Diversity

Styles House TMO has an independent Equalities and Diversity Policy that should be read in conjunction with this code of Governance

Auditing procedures

Styles House TMO has a separate Finance policy and procedure.

Conduct and probity

Styles House TMO has a Code of Conduct/Standing Orders, a Hospitality policy (**Appendix F**) and Register of Interests Proforma (**Appendix G**) for their Committee members and staff, aimed at upholding high standards of probity and ethics which should be read in conjunction with this Code of Governance.

Confidentiality Policy

Styles House TMO has a confidentiality policy that should be read in conjunction with this Code of Governance and is contained at **Appendix H**

APPENDIX A

To Code of Governance

STYLES HOUSE TMO

CODE OF CONDUCT/ STANDING ORDERS FOR COMMITTEE AND SUB COMMITTEE MEMBERS

1. The role of the Management Committee and sub-committees is to carry out the day-to-day business of the TMO in a fair, efficient and effective way. All Committee Members must be conscious of their responsibility towards other TMO members, residents and employees when taking decisions on behalf of the TMO.
2. All Committee Members must sign an agreement and comply with this Code of Conduct and with the TMO's policies and procedures. In addition, members must sign in agreement and comply with the volunteer policy if undertaking work in the TMO's office other than by attending Committee Meetings.
3. During meetings and at all times when representing the TMO, ALL committee members have the responsibility to conduct themselves in a way that does not cause offence to others or limit in any way the ability of other members to participate fully. This includes sexist, racist or other derogatory remarks or actions, intimidating behaviour, interrupting or speaking when others are speaking or wishing to speak.
4. All Committee Members must join in the appropriate training sessions, reading any material sent to them as part of that training.
5. Committee Members must never use their position to seek preferential treatment nor should they ever be treated less favourably.
6. Committee Members must always declare any interest or activity, which may conflict with their role as a Committee Member of the TMO.
7. Every Committee Member shares responsibility for the decisions made by that Committee as a whole. Each Committee Member should act as a trustee of the TMO and act only in its interests as a whole.
8. Committee and Co-opted members should never personalise issues and be willing to recognise that everyone is entitled to their point of view.
9. Committee Members must never divulge any confidential TMO business which relates to other persons or bodies. Failure to comply may result in action to remove the Committee Member by a General Meeting called specifically for that purpose.
10. Committee Members should make every effort to attend all meetings. Apologies should be submitted for any absences. Failure to attend three consecutive meetings without apologies will result in the Committee Member being requested to resign, or by removal at a Special Committee Meeting.

11. Committee Members cannot receive any payment from the TMO other than substantiated expenses.
12. Any decisions made by sub-committees concerning policy changes etc. must be referred to the Management Committee for ratification. Major changes that affect the Management Agreement must be referred to the General Meeting.
13. Any grievances by Committee Members concerning the TMO, its operation or conduct of staff or volunteers, must be first addressed to the Estate Manager/Chair where possible. Issues concerning policy and procedure must be brought before the Committee as a whole. Any attempt by Committee Members to ignore the complaints procedure by drawing attention to complaints via another medium which ultimately puts the TMO reputation at risk, will result in that Committee Member being removed by a Special Committee Meeting.
14. All Committee Members should seek to assist and actively support the TMO's employees and contractors to provide the best possible housing service to tenants and residents.
15. Committee Members will not have general access to the personnel and individual files of the TMO's employees. Should certain information be required for specific purposes, this must be dealt with via the appropriate channels.
16. Individual Committee Members can only give direct instructions to employees or contractors if authorised to do so by the TMO's Management Committee.
17. The Committee shall take decisions on the basis of a simple majority of those members present and eligible to vote at meetings. Minority voters should always be prepared to accept a majority decision.
18. All Committee Members must use the agreed procedure for reporting repairs and pursuing any other enquiry relating to their own property.

As a member of Styles House TMO, I declare that I have read and understood the TMO's Code of Conduct and I agree to accept it and abide by it. I understand that a breach of this code can lead to suspension from the Board and result in subsequent removal from the Committee if such a motion is carried by a majority of the members present and voting at a properly convened General Meeting.

SIGNED
Witnessed

Dated

APPENDIX B
To Code of Governance

DUTIES AND RESPONSIBILITIES OF A COMMITTEE MEMBER

The role of a Committee Member is to occupy a position of trust and demonstrate a commitment to the Management Committee, the TMO Staff and the tenants of Styles House TMO as a whole.

As a committee Member you will be expected to:

- 1) Attend as many Management Committee meetings, General meetings, the AGM and any other special meetings called as possible. Apologies for absence should be given for non-attendance.
- 2) Read all minutes, agendas and accompanying paperwork in advance of any meetings
- 3) Act in a manner prescribed by the Code of Conduct and Confidentiality agreement.
- 4) Act in accordance with the TMO Rules as appropriate.
- 5) Subscribe to and attend sub-committees wherever possible.
- 6) Attend training sessions as required.
- 7) Agree that the Committee decision is final irrespective of your own personal thoughts in accordance with the Code of Conduct.
- 8) To promote the ethos of the TMO and attempt to improve membership.

I, the undersigned acknowledge and accept the role of Committee Member and in doing so, fully accept to abide by these duties and responsibilities to the best of my capabilities.

Signed_____Dated_____

APPENDIX C

To Code of Governance

RESPONSIBILITIES AND DUTIES OF THE CHAIRPERSON

The role of Chairperson is time consuming, with work between meetings, external representation of the TMO, and work with Staff. Chairing the TMO requires diplomatic and leadership skills of a high level. The responsibilities of the Chairperson can be summarised under four areas:-

- 1) **To ensure the Management Committee functions properly.** The Chairperson is responsible for making sure that each meeting, be it a Committee Meeting, General meeting or sub-committee meeting is planned effectively, conducted according to the constitution (or Management Agreement) and that matters are dealt with in an orderly, efficient manner. The Chairperson must make use of all his/her Committee Members and "lead the team". This also involves regularly reviewing the Committee's performance and identifying and managing the process for renewal of the Committee in accordance with the TMO Rules, including training provision of new and existing Committee Members.
- 2) **To ensure the TMO is managed effectively.** The Chairperson must co-ordinate the Committee and Staff to ensure that appropriate policies and procedures are in place for the effective management of the organisation, including the review of staffing structures, appropriate delegated authority to staff and sub-committees, and receipt of outside professional advice as appropriate.
- 3) **To provide support to the Senior Officer.** The Chairperson will be the line manager for the Senior Officer (or most senior member of staff). The Chair shall therefore make arrangements for the appraisal structure for this member of staff and recommend/approve further training, pay awards etc.
- 4) **To represent the TMO** as its figurehead. The Chairperson may from time to time be called upon to represent the organisation and be its spokesperson at for example, meetings, functions press calls etc.

In addition, there may be duties attributable to being a Committee Member that may require the Chairperson to act in other capacities, these being covered in the Committee Members duties and responsibilities Pro Forma.

I, the undersigned acknowledge and accept the role of Chairperson and in doing so, fully accept to abide by these duties and responsibilities to the best of my capabilities.

Signed_____Dated_____

APPENDIX D To Code of Governance

RESPONSIBILITIES AND DUTIES OF THE SECRETARY

The role of the Secretary is to support the Chair in ensuring the smooth functioning of the Management Committee. The Secretary's tasks include:-

- 1) To ensure that the TMO works to further its stated aims within the constitution and Management Agreement
- 2) To ensure retention of all paperwork/information relevant to the TMO
- 3) To receive all correspondence addressed to them and report correspondence received to the Management Committee
- 4) To ensure preparation of Agendas in consultation with the Chair and Housing Manager (and receive Agenda items from other Committee Members) and the circulation of these Agendas and any supporting papers in good time for meetings.
- 5) To ensure that the Committee Meetings are held in line with The TMO Rules (e.g. are quorate)
- 6) To ensure that meetings are minuted and draft minutes are circulated to all Committee Members
- 7) To ensure the Chair signs the minutes once they have been approved and enters the minutes into the minute folder
- 8) To ensure that committee members and staff have carried out actions agreed.
- 9) To ensure circulation of agendas and minutes of all AGM, General, Special and extraordinary meetings as required.
- 10) To ensure that up-to-date records are kept of the TMO's membership
- 11) Act as Company Secretary in respect of the Financial Services Authority and ensure the returns are completed in a timely fashion.
- 12) To ensure arrangements are made in respect of meetings such as booking the room, refreshments etc.

In addition, there may be duties attributable to being a Committee Member that may require the Secretary to act in other capacities, these being covered in the Committee Members duties and responsibilities Pro Forma.

I, the undersigned acknowledge and accept the role of Secretary and in doing so, fully accept to abide by these duties and responsibilities to the best of my capabilities.

Signed _____ Dated_

APPENDIX E
To Code of Governance

RESPONSIBILITIES AND DUTIES OF THE TREASURER

The Treasurers task may be divided as it is not good practice for all tasks associated with finance to be performed by just one person (whether they are a member of the Management Committee or a member of staff) without supervision or others. For this reason it is good practice to have a finance sub-committee to manage and monitor their finances. This group should ideally consist of the Treasurer, 1 or 2 other members of the Management Committee, the Chief Officer and or the member of Staff responsible for financial management or fund raising. Even if the Treasurer, the TMO's staff and the finance sub-committee carry out most of the financial management work, the final responsibility always rests with the Management Committee as a whole – all the Management Committee members are accountable

The Financial responsibilities of the treasurer can be divided down as follows:-

- 1) To ensure the TMO works to further its aims as stated within both the constitution and the Management Agreement
- 2) To uphold the financial regulations as stated in the Management Agreement and in legislation.
- 3) To ensure that all ledgers and financial records are maintained on a regular basis, including the Petty Cash
- 4) To ensure regular financial reports are made to the Management Committee
- 5) To ensure the production of financial records as and when necessary
- 6) To ensure all financial returns are produced and submitted in a timely fashion
- 7) To supply information to Staff, Accountant and bookkeeper as necessary
- 8) To ensure proper control of fixed assets and stock

In addition, there may be duties attributable to being a Committee Member that may require the Treasurer to act in other capacities, these being covered in the Committee Members duties and responsibilities Pro Forma.

I, the undersigned acknowledge and accept the role of Treasurer and in doing so, fully accept to abide by these duties and responsibilities to the best of my capabilities.

Signed_____Dated_____

APPENDIX F

To Code of Governance

STYLES HOUSE TMO

GIFTS AND HOSPITALITY POLICY

All members of the Styles House TMO Management Committee and the TMO's staff are required to maintain a high standard of conduct in respect of the acceptance of gifts, rewards or hospitality of any kind. It is normally clear whether an offer of hospitality, or the like, from another party might be regarded as excessive or unreasonable and the conduct of the Committee and Staff in this respect should be equally clear.

Committee members and Staff must always bear in mind the need not to give the impression to anyone that they are improperly influenced in any way by any gift or consideration to show favour or disfavour to any person or organisation whilst acting in their official capacity. This is particularly important when dealing with contractors who may be interested in tenders, or with (potential) tenant/members who may be seeking a house/transfer, or who may owe money to the TMO.

As a general rule a member of the Committee, or a member of staff, should never receive gifts other than those of a trivial nature, nor allow extravagance in any entertainment received or given. Extreme caution should be exercised where an offer of gift, favour or hospitality is made and the following guidance should be adhered to when any such offer is received:

Guidance for Committee Members and Staff

The following would be acceptable:

- 1) Isolated gifts of a trivial nature i.e. diaries etc
- 2) Conventional hospitality provided it is normal and reasonable in the circumstances. In considering what is normal and reasonable, regard should be had to the degree of narrow personal involvement.

For example: there is no issue in acceptance to an annual dinner invitation of a large trade organisation of which the TMO is in day-to-day contact, or on the occasion where a company organises hospitality events for a wide range of customers, or of modest working lunches in the course of official business provided the frequency is not unreasonable.

Gifts that include personal involvement/gain are items such as an invitation to a golf tournament or tickets to a football match. These types of gifts should be refused.

Committee Members should seek the approval of the Chair before accepting gifts or hospitality over and above points one and two above.

The Chair should seek approval from the Estate Manager before accepting gifts or hospitality over and above points one and two above.

Staff members should seek approval from their respective line manager before accepting gifts or hospitality over and above points one and two above and the TMO Manager should seek the approval of the Chair before accepting gifts or hospitality over and above points one and two above.

In any instance, details of the gift, favour or hospitality, whether approved for acceptance or not, should be recorded on the relevant Proforma (see Annex A), together with an approximate value. These Proforma will be held in the Gift and Hospitality Log.

Return of Gifts

Where approval is not granted for the acceptance of gifts they must be returned to the sender and details must be recorded in the way stated above.

Providing gifts and/or hospitality

It is not envisaged that Committee Members or Staff members would be required or wish to give gifts or offer hospitality. Should the case arise, both the Chair and the Estate Manager may authorise a limit of £30 for each particular occasion.

Gifts or hospitality estimated to exceed this limit must be authorised by the full Management Committee

Appendix F

GIFTS AND HOSPITALITY RECORD SHEET

Name of recipient_____

Name/Address/Company Name of those making the gift or offer:

Details of gift or hospitality offered:_____

Estimated value of gift or hospitality offered:_____

Reason stated for the offer:_____

Authorised/Rejected (Delete as applicable)

Signed_____Date_____

If rejected, gift returned or rejection letter sent on: _____

Signed_____Date_____

APPENDIX G
To Code of Governance

REGISTER OF COMMITTEE MEMBER/VOLUNTEERS FINANCIAL OR OTHER INTERESTS

Committee Member/Volunteers are required to ensure that their interests are recorded in a Register of Interests and to ensure that this Register is updated as soon as changes to their interests occur. In addition, all members will be required to complete an annual return of their interests for the Register.

The Register lists all direct or indirect financial interests of Committee Member/Volunteers which members of the public might reasonably think could influence Judgement: non financial interests of the Committee Member/Volunteers where these have a direct bearing on the business of the TMO: and interests of spouses and of children under 18 and of persons living in the same household as applicable.

Name of Committee Member/Volunteer

Year of Birth _____

Address _____

Do your partner, your children or relations do any paid work linked to the TMO?

☐ No, ☐ Yes, (if yes please give details below)

Employment/self employment details

Position _____

Key responsibilities _____

Are you or your partner, owners, partners or directors, or own more than 3% shares in any one Company (this does not include Building Society Accounts or simple share holding i.e. in BT)

☐ No, ☐ Yes, (if yes please give details below)

Are you, your partner, your children or relations, members of any other organisation that could give rise to a conflict of interest (i.e. Board member of another TMO?)

☐ No, ☐ Yes, (if yes please give details below)

Are you, your partner, your children or relations, related to or have any close dealings with any contractors used by the TMO?

☐ No, ☐ Yes, (if yes please give details below)

Are you, your partner, your children or relations, related to any Staff working with the TMO?

☐ No, ☐ Yes, (if yes please give details below)

Are you or your partner a non-discharged bankrupt?

☐ No, ☐ Yes, (if yes please give details below)

Have you or your partner been convicted of a criminal offence in the last 7 years (not civil offences)?

☐ No, ☐ Yes, (if yes please give details below)

Have you, your partner, your children or relations been convicted of anti-social behaviour or racial/sexual harassment or discrimination?

☐ No, ☐ Yes, (if yes please give details below)

Have you been expelled from any other organisation as a Committee Member?

☐ No, ☐ Yes, (if yes please give details below)

I willingly provide this information and agree to its use by the TMO to verify all direct or indirect financial interests and if I deliberately provide false information I will be removed from the Committee forthwith.

Signed:

Date:

For Office Use only

To Code of Governance

STYLES HOUSE TMO CONFIDENTIALITY POLICY

In carrying out its management functions under the management agreement Styles House TMO inevitably deals with problems and cases which raise matters of confidentiality. The TMO has a responsibility, as a service provider, employer and democratic organisation, to ensure that it has in place and operates robust confidentiality policies and procedures in the way it manages its own organisation and conducts its business. This is all part of good governance.

1. Styles House TMO Committee Members, Staff and Casual Volunteers must treat all information in its possession in relation to tenants, leaseholders and freeholders living in the property as strictly confidential. It also prevents the TMO from giving the information or permitting it to be seen by another person or organisation except where the individual concerned has given his or her express advance written consent (unless the TMO is required to do so by law).
2. The TMO is also aware and familiar with the need to comply with the requirements of the Data Protection Act 1998 and Freedom of Information Act 2000.
3. The procedures apply to the TMO's responsibilities as a service provider (including its actions in hiring contractors or other agencies); as an employer (in its recruitment and employment practices); and as a democratic organisation (linked to its constitution).
4. There is a range of other miscellaneous matters where the TMO may be dealing with confidential information. Examples include:
 - Requests from friends or relatives trying to trace tenants or leaseholders
 - Requests for information from a member of the council, MP or MEP
 - Requests for rent accounts references from building societies, banks, mortgage lenders etc
 - Requests from debt collection agencies
 - Requests from utility services
5. Matters of this nature must be relayed to the Estate Manager who will be listed as the TMO's Data Protection Officer.
6. Committee Members must sign a Confidentiality Clause which sets out their responsibilities under this clause and explains the Breach procedure. Staff who Breach this confidentiality Policy will be subject to disciplinary action in accordance with their Contract of Employment.

Monitoring and review of the Code

7. The TMO will monitor this policy at periodic intervals to ensure that it is operating effectively, and that it is kept up to date and reviewed to reflect changes or developments in the TMO's own management responsibilities, or other changes in law, policy and practice affecting the TMO's operations.

ANNEX A to APPENDIX H

CONFIDENTIALITY AGREEMENT

CSPTMO

This agreement is drawn up by the Management Committee of Styles House TMO and covers the matter of confidential reports and procedures to be agreed and adhered to by **ALL** Committee Members, Co-opted Committee Members and casual volunteers.

Failure to observe the confidentiality of items brought before Members deemed to be classified as confidential, will result in disciplinary action against any member, who following an investigation, is deemed to have breached this clause. Such disciplinary action may result in the immediate dismissal of that member from the committee.

Each item of discussion within Agenda Item headings will be categorised under its individual merit, by the Senior Officer or by majority vote in his/her absence. Items such as Allocations, complaint issues or items concerning the welfare and conduct of staff and other members will automatically be categorised as confidential.

Tenant's individual rent details or council housing registrations will never be a matter for discussion for the Committee.

(Compliance with current legislation concerning race relations, sexual discrimination, health and safety and data protection are covered by other documentation /agreements, but must be adhered to at all times).

I, (Name in Full).....

I sign to my consensual agreement to the above confidentiality clause and understand that if I fail to comply with the above clause, I will be subject to disciplinary action by the Committee with the possibility of being removed from the said Committee.

Signed.....

Dated.....

Witnessed by..... **(Print Name)**

Signed.....

Chapter 1 Annex C - The TMO's Insurance Responsibilities

The TMO is required to have its own insurance to cover risks arising from its responsibilities and operation (Chapter 1 Clause 7.3), including

- Public Liability Insurance to a minimum limit of Indemnity of £5million
- Employers Liability Insurance at a minimum limit of Indemnity of £10million
- Fidelity Guarantee Insurance at a limit of Indemnity for the amount of **either** the rental income (net of Housing Benefit) held by the TMO in the 6 months period before it is paid over to the Council **or** the level of the amount held in the TMO's Reserve and Surplus accounts (i.e. the balance in all accounts that would return to the Council in the event of closure), whichever is the greater.
 - Where a Surplus Fund (which would be retained by the TMO in the event of closure) is specifically identified as such in the audited accounts, inclusion of cover for this in the calculation of the limit of indemnity is recommended, but not required.
 - Fidelity Guarantee cover should include all elected officers of the TMO Board, all cheque signatories and any TMO member who may have the ability to misappropriate goods or money.
- Directors and Officer Insurance should the TMO's Board include either Council Employees or Councillors.
- Material Damage Insurance in respect of the contents of the TMO's office and other TMO property
- Business interruption Insurance to cover the increased cost of working in the event of an interruption to the TMO's business
- Insurance covering loss of money arising from an assault on a member of staff (PA Assault cover) to the maximum value of cash you would hold on behalf of the Council at any one time; for TMOs that don't collect cash at all, this will therefore be optional.

The TMO agrees to indemnify the LB Southwark against any loss or damage which it may suffer as a result of the omission or failure of the TMO or that of its duly authorised Employees or Agents to fulfil the responsibilities as under the agreement.

The TMO will provide the council with a copy of each year's policy schedule, specifying the amount of cover for each risk and the annual premium payable. This should be immediately following renewal, and written confirmation from the insurance company concerned, that the premium has actually been paid, will also be provided. The manager will give the board a report on insurance provision every year, at the first board meeting following renewal of the policy (or at the last board meeting before renewal is due, if changes are proposed).

Functions and Performance Standards of the TMO and the Council in Respect of Repairs Clauses 1& 2 Option B

1. Responsive and Planned Maintenance Repairs

The TMO is responsible for repairs and for work on void properties excepting where repairs constitute **Major Works** and are in excess of £10,000, or are the responsibility of the Council as set out in chapter 2 clauses 1, 2, & 8. **See annex A.**

The Council is responsible for repairs and for work on void properties where those works cost in excess of £10,000, as set out in chapter 2 clauses 1, 2, & 8. **See Annex B**

Both the TMO and the Council shall take care to ensure that where works other than of a routine and minor nature are required, consideration is given as to whether the cost is above the threshold for consultation with leaseholders under Section 20 of the Landlord and Tenant Act 1985 and that appropriate statutory consultation is carried out when required.

2. Management of Repairs

a) Reporting repairs

- (i) For those repairs for which the TMO has responsibility listed in **Annex A**, Tenants will report repairs by visiting the TMO Office during opening hours or by telephone. Tenants may also report repairs by other appropriate means including e-mail and texting and website forms, when such services are provided. All repairs will be logged and a receipt provided.
- (ii) For those repairs for which the Council has responsibility listed above or in **Annex B** Tenants will report repairs by visiting the Area Office during opening hours or by telephoning the Area Office or Call Centre.
- (iii) For emergency repairs outside of office hours the tenant will contact the Council's emergency out of hours service by telephoning the Call Centre on 0800-952-4444
- (iv) Gas leaks to be reported to Transco. Tenants should report any gas leaks to 0800 111 999

b) The priorities, time scales and standards for completing each category of repair.

- (i) The TMO will try to provide a faster repair service to those tenants:
 - Over 60

- Recognised as disabled and covered by the Disability Discrimination Act 2005
 - Who require works as a result of harassment or domestic violence
- (ii) For those repairs for which the TMO has responsibility the following priorities will be set

c) The priorities, time scales and standards for completing each category of repair.

- (i) The TMO will try to provide a faster repair service to those tenants:
- Over 60
 - Recognised as disabled and covered by the Disability Discrimination Act 2005
 - Who require works as a result of harassment or domestic violence

- (ii) For those repairs for which the TMO has responsibility the following priorities will be set

▪ **Priority 1 Emergency shall be completed within 24 hours. Repairs deemed to be an emergency are;**

- Uncontrollable leaking from water or heating pipes, tank, cistern, or cylinder inside flats.
- A tap, which is fully opened and cannot be turned off.
- Total loss of cold water supply (except where due to water supply companies).
- Blocked toilet or where toilet cannot be used and is the only one in dwelling.
- Blocked kitchen sink or bath tenant cannot clear.
- Total or partial loss of gas supply.
- Total loss of electric power supply, unless due to the actions of the power supply company.
- Live bare wires in an accessible position.
- Unsafe power or lighting socket or electrical fitting.
- Checking electrics after water penetration.
- Lighting to communal stairs.
- Damage to communal or flat door locks where this has caused a security risk.
- Damage to external window at ground floor level or where this damage constitutes a security risk.
- Entry phone failure which will lead to a security risk or a safety risk to vulnerable tenants;
- Broken glazing where the damage constitutes a security risk;

▪ **Priority 2 urgent repairs will be completed within three days and are**

- Partial loss of cold water.
- Controllable leaks from pipes, tanks and cisterns inside flats.
- A tap which cannot be turned off or on.
- Blocked wash hand basin.
- Partial loss of electric power

- Extractor fan in kitchen or bathroom not working.
 - Insecure external window above the ground floor.
 - Adjustment to door entry phone.
 - Re-glazing above the ground floor.
 - Loose or detached banisters or hand rails.
- **Priority 3 non urgent repairs will be completed within 30 days and include all repairs for which the TMO has responsibility as set out in Annex A and not listed above.**
 - **Priority 4 repairs are those listed above which may be prioritised as emergency or urgent due to;**
 - A commitment to assist vulnerable residents in line with the TMOs equal opportunities policy Chapter 1 Schedule 2.
 - Repairs arising from harassment, domestic violence or offensive graffiti

3. Planned Maintenance

- 3.1 The TMO will aim to minimise the need for reactive maintenance by having servicing contracts and planned maintenance programmes.
- 3.2 TMO staff will draw up planned maintenance programmes each year.
- 3.3 The TMO will review its service contracts on an annual basis.

4. Re-servicing void properties.

- 4.1 The TMO will re-service all voids according to the procedure within the timescales currently used by the Council outlined below.
- 4.2 The TMO will carry out such repairs as are its responsibility in **Annex A** to this schedule. The Council will carry out such repairs as are its responsibility in **Annex B** to this schedule and where replacements are required.
- 4.3 The TMO will inform the Area Office where the repairs are the result of insured damage to the property and will reach agreement about who should carry out the works, having regard to whether repair or replacement of components is required and the responsibilities set out in **Annex A** and **Annex B** of this schedule.

4.4 Day 1

- If keys not received by 12.00 noon, to chase keys, extra week charged and lock changed
- Inspect, issue works within 48 hours
- Contact contractor for gas inspection
- Payment for property of £50.00 can be made to tenant if property is left in good order and if:
 - 4 weeks notice is given (must be in writing)
 - All keys are returned on the date agreed
 - The property is left in a clean and tidy condition
 - The rent account is free from arrears
 - A forwarding address is provided.

Day 3

- Landlords Gas Safety Record received
- Keys to contractor with void papers for commencement of works
- Provide information so that it can be advertised by the Council

Day 18 (2 days before target date)

- Receiving keys on time
- Post inspection completed

Day 20 Releasing the property for offer:

- All keys back
- All paperwork in place
- Viewing letter to be sent to successful applicants

Day 21 Confirmation of offers:

Day 21 – 26 Accompanied viewings

- 4.5 In relation to void properties the TMO is responsible for the same range of repairs as defined in section 1 above and subject to the exclusions for renewals.
- 4.6 The TMO will arrange an inspection of the property as soon as it is notified that the tenant is vacating the property. This inspection will be carried out before the property is voided or no more than three days after the property is vacated by the outgoing tenant.
- 4.7 The inspection will identify all works which are required to be carried out to bring the property to a re-serviceable condition, who is responsible for carrying out the works and the order in which works are to be completed. A target date for completion of the works will be agreed and a provisional budget including any re-decoration allowance payments which are the responsibility of the TMO (decoration allowances may be offered to incoming tenants if it is Council policy to do so at the time and then only at a level similar to that provided by the Council). A copy of the inspection report will be retained by the TMO. The TMO will re-charge the council for any council responsibility works it is authorised to carry out by the council. The terms of payment for any such payments will be 28 days from the date when any invoice and required supporting information is provided.

- 4.8 Voids re-servicing work may include the following (this is a summary – see Annex A for further details):

- removal and storage of the previous tenant's goods
- repairs
- cleaning and lock changes
- electrical test and provision of a test certificate
- gas pressure test and provision of a test certificate
- decoration of the interior
- Energy Performance Certificate

5 Upkeep of Communal Areas

- 5.1 The TMO will be responsible for the upkeep and repair of Communal Areas of the building in accordance with the responsibilities set out in Annex A to this schedule.
- 5.2 The TMO will each month inspect Communal Areas.
- 5.3 The TMO Manager will make regular reports to the Committee on the upkeep and repair of Communal Areas.
- 5.4 Residents views on the upkeep and repair of Communal Areas will be obtained by a regular self-completion questionnaire/survey.

A Code of conduct for repair staff and contractors

- 6.1 TMO staff and contractors carrying out work on its behalf will be required to work to the council's code of conduct and the conditions set out in Chapter one schedule 2 (equal opportunities) of this agreement.
- 6.2 TMO staff and contractors carrying out work on the estate will report to the estate office on arrival and before leaving on completion of works.

Compliance with health and safety requirements

7.1 Introduction

The TMO will ensure it works within the Health and Safety at Work Act 1974 (HASWA 74) and that any contractors working for the TMO will provide the TMO with evidence of their own Company safety policies, methods of works, risk assessment, competence as appropriate. The TMO will also encourage contractors to adopt working practices in line with the council's Health and Safety policy. The TMO will comply with any reasonable direction from Southwark's Health and Safety Team.

The Act places a duty on employers to ensure that the health, safety and welfare at work of all their employees are adequately safeguarded. They must provide and maintain safety equipment and safe systems at work. Employers must also ensure that materials are properly stored, handled, used and transported. The employee also has a number of specific responsibilities including taking care of their own health and safety and that of other persons.

This is also a legal requirement under the HSWA 74. The employer must provide basic training to staff to enable them to do this.

7.2 Training

The TMO should arrange basic health and safety training for all their staff. These must include care and responsibilities under the HASAWA 74. Where staff is involved in any form of lifting or carrying of objects manual handling training must be arranged. In the event of staff being deployed in the handling of poisonous substances and chemicals, the TMO must also arrange for appropriate training to be delivered. Staff who use visual display computer equipment are also required to receive an individual assessment and appropriate adjustments made. The TMO will need to give consideration to the appointment of a first aider. The appointed person will be entitled to receive free training to enable them to fulfil this statutory responsibility.

7.3 Risk assessments

Risk assessments need to be carried out in the following circumstances:

- assessments of each individual area of work activity.
- any specific changes to job descriptions, typically resulting from restructuring or alterations to work duties.
- Lone working arrangements for risks during normal working hours.
- Working anti-social hours e.g. evenings and weekends.
- Correct usage of dangerous substances, pesticides and chemicals.

7.4 Lone Working

There may be some unavoidable occasions when staff are left alone in the Office. It is the TMO Manager's overall responsibility to monitor lone working and ensure that measures are in place to deal with such circumstances. Staff must be provided with a contact person in an event of an emergency, This will normally be the TMO Manager. An example of an emergency situation is a fire or flood affecting the office premises, however, staff will be encouraged to use their discretion in such sensitive matters.

In the event of no Manager being available (due to annual leave, sickness, etc) the emergency telephone numbers of nominated TMO committee members must be made available to all staff. This information should be easily accessible to all TMO employees and a copy posted on the staff notice board.

If the TMO Manager or other members of the management team are alone in the office, they should contact a nominated committee member in the event of an emergency situation.

7.5 Handling of incidents

The range of potential incidents will include both the internal and external environment e.g. potential incidents whilst visiting an estate. This can affect both staff and the public for which the TMO has specific responsibility under the HASWA 74. The TMO should take account of the following potential risks when drafting risk assessments:-

- spillage of dangerous substances or chemicals to include pesticides.
- bombs or threats of criminal damage or harm.
- dangerous building or structures including asbestos and needle handling.
- clarify reporting lines and key contacts.

7.6 Reporting Incidents

Staff should report incidents (both verbal and physical) to the TMO Manager as soon as possible. These should be recorded in the staff accident book in accordance with RIDDOR (Reporting of Diseases and Dangerous Occurrences Regulation 1995). This includes work related deaths, major injuries, work related illness (including stress) and dangerous occurrences. The Incident Contact Centre (ICC) can be contacted for advice and support on 0845 3009923.

The Manager should also arrange counselling (with the employees Consent) depending on the nature of the incident.

The Manager should ensure that all incidents involving residents or other members of the public should be recorded in the General Accident book including details of the incident and the persons involved and any action taken.

Further information is available from the Health and Safety Executive website on <http://www.hse.gov.uk>

Compensation

Tenants will be able to claim compensation from the TMO in the following circumstances:

- If there has been any damage to their property due to the TMO's neglect;
- If the TMO's staff or contractors have failed to take reasonable care in respect of their possessions and decorations;
- Where the failure to remedy a defect within the TMO's prescribed time limit has caused hardship or additional cost to them.

Compensation claims should be sent in writing to the TMO's office stating the basis on which the claim is made and the nature and amount of any compensation sought, using the TMO's management complaints procedure. The TMO will acknowledge the claim in writing within five working days, stating:

- Whether or not it agrees the claim or
- Rejects the claim, giving reasons, or
- How and within what period the claim will be investigated.

If a tenant is dissatisfied with the TMO's response to the compensation claim, the tenant may request that the TMO's Management Committee considers the claim itself or refers the claim to the Council's complaints procedure.

Arrangements for monitoring the repairs service

- Pre-inspections and post-inspections.
- Tenant Satisfaction – With all repairs, contractors will be required to return a "Job Satisfaction" slip signed by the resident before payment can be made.

Tenants will be asked to complete a satisfaction slip on the completion of each repair. The satisfaction slip will provide Tenants with the opportunity to comment on the speed and quality of the service.

The TMO will undertake a periodic self-completion questionnaire of all Tenants to measure tenant satisfaction with the range of services provided by the TMO and the Council, and Tenants' views about how services might be improved.

Regular monitoring reports will be made to the management committee. This will include the following;

- Number and type of jobs prioritised within each response category.
- Number and type of jobs not being completed within response category.
- Expenditure in relation to budget.
- Quality of repair work undertaken.
- Level of tenant satisfaction with work, including details of complaints and compensation claims.
- Recommendations for improving the economy, efficiency and effectiveness of the service.

The TMO's responsibilities for specific classes of Responsive and Planned Maintenance Repairs: Clauses 1 & 2**1. For Periodic Secure Tenants the TMO will carry out the following repairs**

- a. The plumbing systems including:
 - i. Cold water systems beyond the main stopcock inside each dwelling, including pipes, valves, stopcocks, cisterns, overflows, cold-water storage tanks and insulation of these systems.
 - ii. The council's plumbed fittings including baths, sinks, basins, WC suites, taps and waste pipes.
- b. The electrical services from the electricity board's meter including internal wiring, conduits, socket outlets, switches, light fittings and extractor fans as supplied by the Council.
- c. The Council's internal fittings and fixtures including
 - i. Window sills and ironmongery
 - ii. Internal doors and door ironmongery
 - iii. Cupboards and kitchen units
 - iv. Architraves and skirting
 - v. Staircases and balustrades
 - vi. Internal non-load bearing partitions and internal surfaces of internal non-load bearing and external walls including their plastered finishes.
 - vii. Floor finishes including non-structural concrete screeds supplied by the council.
 - viii. Door entry system
 - ix. TV aerials
- d. Re-glazing of broken windows to dwellings where breakages are not due to damage or neglect by the tenant.
- e. Repair, but not renewal of damaged window frames and window furniture.
- f. The redecoration of the interior of vacant dwellings up to a total cost of £10,000 per void except where remedial works are accepted to be Major Works.

2. The repair responsibilities for dwellings let on Periodic Secure Tenancies and flats sold on Long Leases that are delegated to the TMO.

- a. Main entrance doors and door frames and ironmongery to blocks, houses and flats.

- b. The common parts of buildings in the property including:
 - i. Staircases and landings.
 - ii. Electrical services for the supply to the common parts, including wiring, conduits, socket outlets, switches and light fittings.
 - iii. Floor finishes including non structural screeds.
 - iv. Internal surfaces of staircases and landing walls including their plastered finishes.
 - v. store sheds, pramsheds, planters and compost bins
 - vi. Community facilities (TMO office).
 - vii. Door entry systems
 - viii. Communal TV aerial
- c. Re-glazing of broken windows to dwellings where breakages are not due to damage or neglect by the leaseholder.
- d. Repair, but not renewal of damaged window frames and window furniture.

Chapter 2

Schedule 1 Annex B

The Council's responsibilities for specific classes of Responsive and Planned Maintenance Repairs Clauses 1 & 2

3. For Periodic Secure Tenants and for flats sold on Long Leases the Council will carry out the following repairs;

- a. The external structures of buildings, including brickwork, pointing, lintels, the external walls and their openings and all load bearing, party and structural walls, lightening conductors;
- b. The renewal of windows and window frames, where beyond reasonable repair;
- c. Main gate, boundary fences and walls
- d. The roof structure and covering
- e. The surface water and foul sewers including gulleys, access chambers and their covers
- f. The water mains from the supply pipe or stopcock to the mains stopcock in each dwelling
- g. The district heating unit, hot water systems and heating, including boilers, radiators, pipework, water tanks, pumps, insulation and the annual servicing of these systems
- h. Lifts
- i. Ventilation
- j. The gas mains from the main supply pipe to the meter in each dwelling;
- k. The electrical mains from the main supply point to the meter in each dwelling
- l. Communal lighting systems within the estate grounds and the electrical supply to each column;
- m. Repair and replacement of boundary fencing
- n. Floors including joists and floorboards
- o. Footpaths and roadways, including those not adopted for maintenance by the Council under its statutory powers as Highway Authority;
- p. Vertical soil stacks and vent pipes above ground level.
- q. External postboxes
- r. Any other repairs not explicitly mentioned in Annex A.

Chapter 2

Schedule 2

Consultation on Major Works

Clause 6 Option A

Procedure for Consultation on Major Works

All major works will be the responsibility of the Council. **All works costing above £10,000 will be considered as major works.**

Statutory Consultation with secure tenants

The Council will consult with the TMO as soon as it is aware that major works will be undertaken on properties contained within Chapter One Schedule One. Notwithstanding statutory obligations set out below with regards to lessees, the Council will meet with a Project Group elected from the TMO to discuss development and implementation of the scheme. The Project Group may contain members who are not members of the TMO, for example local councillors, co-opted advisors and TMO employees. The project group will ensure a report is made to every TMO management committee meeting during the life of the works.

The Project Group will participate in and contribute to the development of policy and strategy in regards to;

- The pre-planning of the works.
- Resident consultation.
- The specification and selection of contractors.
- Monitoring of work in progress.

Statutory Leaseholder Consultation

There are strict guidelines that Southwark Council must abide by when consulting lessees about major works. These guidelines are set out in Section 20 of the Landlord and Tenant Act 1985 (as amended). Section 151 of the Commonhold and Leasehold Reform Act 2002 introduces amendments to the consultation process.

The Three-Stage Consultation Process

Stage 1

Southwark Council is required to consult with lessees where it plans to carry out works that would cost individual leaseholders more than £250 each.

The Council is required to provide a notice of the proposed works to a Recognised Tenants Associations (RTA)/TMO, if one exists, and to all leaseholders involved. The notice must describe the works to be carried out. Alternatively, leaseholders must be informed where and when they can inspect the documents describing the proposed works. Leaseholders are allowed to take copies of the notice, free of charge.

Lessees have 30 days to make observations on the proposed works and the Council must consider any observations made.

In addition, the Council may be required to invite all leaseholders involved in the works to nominate a contractor. If the lessees exercise this right the Council must

ask the contractor who received the highest number of nominations to provide an estimate. Lessees are not permitted to nominate a contractor if the works are to be advertised in the Official Journal of the European Union.

Stage 2

Southwark Council is required to provide lessees with at least two estimates for the works, one of which must be from a contractor wholly unconnected to the Council. Where a nominated contractor provides an estimate this must be included as one of the minimum of two estimates.

The Council must give the estimate to the RTA, (TRA) if one exists, and to all lessees involved. Alternatively, lessees must be told where the estimates can be inspected. If the documents are unavailable for inspection then the leaseholders are entitled to receive copies free of charge.

The second stage Section 20 Notice must contain the following information:

- Details of the estimates received.
- An invitation to lessees to comment on the estimates.
- The name and address of the person to whom those observations may be sent.
- The date when those observations must be received, which must be at least 30 days from the date the Notice is served.
- A copy of the estimates received, or information on where the estimates may be inspected.

Stage 3

Once the Council has formally awarded the contract, it may have to write to the RTA,(TRA) if one exists, and to all of the lessees involved, informing them which contractor the work has been awarded to and the reasons why. The Council must also provide details of all the observations received and their response to them.

This is not necessary in cases where the contract has been awarded to a nominated contractor or the contractor who supplied the lowest estimate.

Handover of Works

When the Council has received a certificate of completion of works there will be a joint inspection with the Council's consultant and a nominee of the Project Group. A list of any defects and snagging will be made at this time and will be the responsibility of the Council. The TMO will assist the Council by reporting any defects during the ensuing defects period.

Chapter 2

Schedule 3

Procedures and Performance Standards for Entering into and Supervising Major Works

Clause 6 Option A

Schedule not required

**Chapter 2 Schedule 4:
The TMOs Major Works Functions**

Clause 6 Option A

Schedule not required

Procedure for Repairs Arising from Events Covered by the Council's Building Insurance **Clause 9 Option A**

Summary of the Councils Buildings Insurance Policy

Dwellings let on a secure tenancy are insured for the following risks. For these risks there is an excess of £100,000.

- Fire
- Lightning
- Explosion
- Aircraft
- Riot Damage

Dwellings let on a long lease are insured for a comprehensive range of perils (including accidental damage) with nil excess except for subsidence claims (limited to £2,500 in total for a building comprising more than one housing unit). Leaseholder's contributions towards repairs to the building are also covered if the damage is the result of an insured risk under the policy. Large losses should be referred to Home Ownership so the insurers can be put on notice. For communal damage caused by vandalism or theft (most recently metal thefts) a crime reference number should be obtained and recorded.

Chapter 2 Schedule 6:

Functions and the Performance Standards of the TMO and the Council in Respect of Estate Services **Clauses 10 & 11** **Option B**

The TMOs responsibilities for specific services are listed in Annex A, to this schedule.

The Council's responsibilities for specific services are listed in Annex B to this schedule.

Management of TMO Estate Services

- **The performance standards for estate services**
 - a. **Inspections** – The TMO will check all external and internal communal areas regularly and order repairs as required. This includes security systems, walkways, rubbish chutes, drains, paladins, electrical intake cupboards and bulb changing.
 - b. **Cleaning** – The TMO will weekly sweep and wash down stairs and landings and wipe internal ledges (window grills every three months).
- The TMO will at least weekly, sweep and clean the TMO office. The office windows will be cleaned monthly.
- Areas which have been fouled will be washed and disinfected as quickly as possible following notification.
- The TMO will aim to remove graffiti within 24 hours. Graffiti of a racist or offensive nature will be given priority.
 - a. **Rubbish disposal and abandoned vehicles** – The TMO will:
 - Clean and disinfect bin areas once a week.
 - Arrange for high pressure cleaning as required.
 - Notify the Council to remove dumped bulk refuse and any other rubbish as soon as it is noticed.
 - Arrange for abandoned vehicles to be removed.
 - a. **Footpaths, grassed areas, hedges, flower beds and shrubs** – The TMO will maintain these areas and to keep them clean and tidy.
- Litter picking, leaf clearance and spot cleaning of paths and all areas immediately in and surrounding the two blocks and within the Property will be managed, as required, by TMO staff. The TMO will be responsible for sweeping steps and main access path to the block and the annex weekly.

- b. **Mechanical and electrical equipment** – The TMO will facilitate the annual servicing and testing of entry phones and TV aerials.
 - c. **Sustainability** –The TMO will have regard to the impact on the environment of cleaning materials, weed killers and other chemicals used on the estate. Where possible the TMO will use products that have the least impact on the environment.
- **Monitoring Arrangements.**
 - a. Communal areas will be inspected regularly as part of TMO staff duties.
 - b. A full inspection of the estate will be done monthly with TMO staff accompanied by a TMO committee member.
 - c. A record log will be kept of daily and monthly checks.
 - d. The TMO manager will be responsible for ensuring staff are trained in all Health & Safety procedures relating to their tasks.
 - e. TMO staff will make regular reports to the committee concerning the upkeep and security of the communal areas.
 - f. Resident's views on the condition of the communal areas will be obtained via a regular self-completion questionnaire survey.

Management of Council Retained Estate Services

1. Performance standards of estate services.

- a. The council will deliver and manage its services in line with the provisions contained within the Conditions of Tenancy and the Tenants Hand Book.

The TMOs responsibility for specific services

1. Service Responsibilities

a. The services the TMO shall be responsible for providing for flats let on periodic tenancies

- **Cleaning the common parts of the property including.**
 - Staircases and landings (including walls and ceilings)
 - Window grilles, doors, floors, lights and light fittings.
 - Cleaning bin, refuse chutes and bin stores.
 - Cleaning the TMO office.
 - The electricity supply for lighting the common parts and the replacement of light bulbs.
 - Cleaning garages and garage areas
- **The general upkeep of the common grounds and gardens of the Property including:**
 - Clearing litter from the estate.
 - Maintaining flower beds and shrubs.
 - Sweeping, snow clearing and salting of non adopted roads, footpaths and car parking areas.
 - Cleaning garages and garage areas
 - Wall lights of grounds, non-adopted roads, footpaths and car parking areas
 - Cleaning and removal of graffiti on common parts of the *Property*.

b. The services the TMO shall be responsible for providing for flats sold on long leases.

1. Cleaning the common parts of the property including:

- Staircases and landings (including walls and ceilings).
- Window grilles, doors, floors, lights and light fittings.
- Cleaning bin, refuse chutes and bin stores.
- Cleaning the TMO office.
- The electricity supply for lighting the common parts and the replacement of light bulbs.

2. The general upkeep of the common grounds and gardens of the Property including:

- Clearing litter from the estate.
- Maintaining flower beds and shrubs.
- Sweeping, snow clearing and salting of non adopted roads, footpaths and car parking areas.

- Wall lights of grounds, non-adopted roads, footpaths and car parking areas.
- Cleaning and removal of graffiti on common parts of the Property.
- Removal of abandoned vehicles
- Cleaning garages and garage areas

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The Council's Responsibilities for Specific Services

- 1. Services the Council will retain responsibility for providing for flats or houses let on periodic tenancies.**
 - a. Services not delegated to the TMO under chapter 2, clause 10, Annex A , including:
 - b. Clearing drains, vertical soil stacks and vent pipes periodically.
 - c. Grassed areas cut as required, in accordance to growth, with grass cuttings swept up.
 - d. Trees
 - e. Pest control

- 2. Services the Council shall retain responsibility for providing for flats sold on long leases.**
 - a. Services not delegated to the TMO under chapter 2, clause 10, Annex A , including:
 - b. Clearing drains, vertical soil stacks and vent pipes periodically.
 - c. Grassed areas cut as required, in accordance to growth, with grass cuttings swept up.
 - d. Trees

Chapter 2

Schedule 7

Improvements Policy and Procedure.

Clause 12

1. Introduction

A secure tenant has the right under the Housing Act 1985 to carry out improvements after obtaining the written permission from the Council. The granting of such permission remains a Council and not a TMO function. However, the TMO will receive such notices on behalf of the Council and will make a recommendation about whether the **Improvement Notice** should be given consent and what conditions should be attached to that consent.

The term improvement means any alteration or addition to the premises and includes but is not limited to:

- Any alteration or addition to the Council's fixtures and fittings
- Any alteration or addition connected to the provision of any services to the premises (e.g. water, gas or electricity supply and any supply of central heating).
- The erection of any wireless, television or citizen's band radio aerial or TV satellite dish.
- The carrying out of external decorations.
- The erection or construction of any permanent or temporary building, structure or installation such as greenhouse, shed, garage, pond or pool in any garden to the premises.

2. Process

- a. If an **Improvement Notice** is served directly on the Council the Council shall forward it to the TMO within 7 days.
- b. Within 14 days of receiving an **Improvement Notice** the TMO shall forward the notice to the Council and inform the Council in writing whether the TMO considers that the Council should:
 - consent to the improvement proposed.
 - refuse consent to the improvement proposed; or
 - grant consent, subject to conditions.
- c. The TMO will at the same time provide the Council with reasons for this advice.
- d. The Council shall give consideration to the request and the advice received from the TMO and will produce a written statement to the TMO and the individual serving the **Improvement Notice** of its decision together with the reasons for that decision.

Leaseholders are required to seek permission for improvements from the Council's Home Ownership Unit – see Chapter 6 Schedule 11

Chapter 2

Schedule 8

Right to Repair Policy

Clause 13

The TMO is responsible for administering the Right to Repair for those repairs for which it has responsibility and listed in Chapter 2, schedule 1 annex A.

The Council is responsible for administering the Right to Repair for those repairs for which it is responsible and listed in Chapter 2, schedule 1 annex B. Details of how this will be done are found in the Conditions of Tenancy and the Tenants Handbook.

Under the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994, secure tenants have the right to certain repairs within certain timescales (up to the value of £250) if they are likely to affect health, safety or security.

The Right to Repair Scheme applies only to Qualifying Repairs shown in this table.

Repair	Prescribed period to complete repair in working days
Total loss of electric power	1
Partial loss of electric power	3
Unsafe power of lighting socket or electric fitting	1
Total loss of water supply	1
Partial loss of water supply	3
Blocked flue to open fire or boiler	1
Total or partial loss of space or water heating between 31 st October & 1 st May	1
Total or partial loss of space or water heating between 30 th April & 1 st November	3
Blocked or leaking foul drain, soil stack or toilet pan (where there is no other working toilet in the house) Toilet not flushing (where there is no other working toilet in the house)	3
Blocked sink, bath or basin	3
Taps which cannot be turned	3
Leaking from water or heating pipe, tank or cistern	1
Insecure external window, door or lock	1
Loose or detached banister or hand rail	3

Rotten timber flooring or stair tread	3
Leaking roof	7
Door entry phone not working	7
Mechanical extractor fan in internal kitchen or bathroom not working	7

If the Repair is not completed on time.

Secure Tenants can ask the TMO to appoint a second contractor to carry out the repair and be given a second Target Completion Date. If the repair is not completed by the second Target Completion Date Secure Tenants may be able to claim up to £10.00 compensation, plus a further £2.00 for each day's delay in completing the repair, up to a maximum of £50.00 total compensation.

Exceptions to the Right to Repair Scheme

Compensation under the Right to Repair cannot be sought for repairs:

- Costing more than £250.
- For which the TMO or the Council are not responsible.
- Where the TMO or the Council has been informed that the tenant no longer want the repair carrying (ied) out.
- Where the tenant has not given access to the property, despite being requested to do so.

In all cases, the TMOs repair response times are better than or match the Right to Repair scheme times.

The TMO will undertake the following for reported repairs qualifying under the Right to Repair:

1. The TMO will ensure that the contractor is aware of the target time for this repair.
2. The TMO will ensure that the person reporting the repair is aware that this is a qualifying repair and that the person reporting the repair knows what the target time is.
3. If the repair is not carried out within the target time the person reporting the repair must inform the TMO. The TMO will consider all the facts relating to this and if necessary re-order the repair or engage a second contractor to carry out the works.
4. If at the second attempt the repair is not carried out within the target time the resident will receive £10 in compensation. For every day they wait they will receive a further £2. Please note that where a secure tenant is in arrears this compensation will be paid into their rent account.
5. The maximum compensation for any single repair is £50.

Chapter 3

Schedule 1

1. Rent Collection Procedure Clause 2 Option B

General

The London Borough of Southwark retains the responsibility for setting TMO rents.

Tenants of the TMO are bound by the terms of the London Borough of Southwark Tenancy Agreement/Conditions of Tenancy.

All information relating to rents, Housing Benefit and tenant service charges will be subject to the confidentiality clause 1.1 of Chapter 3 of this Agreement

Rent and service charge collection arrangements.

The TMO is authorised to collect all rents and tenant service charges due to the Council from the property. The rents include water rates.

Tenants must pay the rent and other charges that are due in advance on Monday in each week, or by such other arrangements as agreed with the TMO.

The TMO can offer a variety of methods by which tenants can pay their rent including:

- Direct debit
- Standing order
- Cheque
- Payment book
- Swipe card

The TMO does not accept cash payments.

The TMO will ensure that all tenants are clearly informed about how to pay their rent and will provide assistance to tenants to understand and set up payment methods

Any changes to payment methods will be agreed with Southwark Council and all tenants informed accordingly

It is the responsibility of individual tenants to ensure that their rent is paid

Recording rent payments

The TMO uses the Council's iWorld rent accounting system through which it maintains secure, confidential files to hold rent records and benefit entitlements.

The TMO will maintain a record of tenant service charges due and service charges paid. The TMO will maintain a record of rents due and rents paid. The TMO must ensure that tenants' rent records are accurate and up to date.

Each quarter the TMO will send to all secure tenants a statement of rent payments and Housing Benefit payments.

Notices to tenants, of any increase or decrease in rents or service charges will be sent out by the TMO.

The Council will notify the TMO, in writing, of any increase or decrease in rents or tenants service charges in time for the TMO to give tenants statutory notice.

Housing Benefit.

The TMO will ensure that all tenants understand when and how to apply for Housing Benefit. TMO staff will give assistance to any tenant needing help to complete an application for Housing Benefit, including making home visits.

The TMO will ensure that tenants are informed that they are responsible for their housing benefit claim

The TMO Manager will be responsible for ensuring regular communication with Southwark's Housing Benefit section and Council Tax Department and other agencies such as DSS, Benefits Agency and the Employment Service.

The Council should send notice of Housing Benefit credits weekly to the TMO to allow each relevant rent account to be credited.

The TMO Manager will check the notice weekly to ensure that Housing Benefit is correctly credited to tenants' accounts, and will advise the Housing Benefit section of any errors in entitlement calculations.

The TMO Manager will inform tenants of their responsibility to notify Housing Benefits of changes in circumstances that may affect their Housing Benefit claim. The TMO Manager will pass on relevant information to the Housing Benefits section.

The TMO Manager will provide benefit advice and information on debt counselling to any tenant or leaseholder who asks for it.

Advice on welfare benefits

The TMO Manager must advise those residents whom it is aware are on welfare benefits that agencies such as Social Services, DSS, Age Concern, Housing Benefit, etc. are available to offer advice. Where it is able to do so, the TMO Manager will offer such advice and support.

However, whilst application forms may be available from the TMO Office, it shall remain the sole responsibility of the claimant to apply for welfare benefits or renewals as appropriate.

2. Hand Back to the Council of Responsibility for Arrears

The TMO may hand back rent accounts to the council to pursue arrears in accordance with the **TMO Rent Handback Procedure**, which is set out below.

1.0 Aims of Procedure

- 1.1 To facilitate the transfer of rent arrears management responsibility from the TMO to the Central Operations Team when the tenant is in rent arrears of six weeks or more.

- 1.2 To aid the return of the management of the rent account when the TMO tenant clears all the rent arrears and maintains a clear rent account for a period of one calendar month.
 - 1.3 To facilitate quarterly liaison meetings between a TMO and the Income and Debt Services Manager to review all rent handback arrears cases of six weeks or more still being managed by the TMO and all cases being managed by the Central Operations Team.
 - 1.4 To develop a central database, held by the TMI team, of all TMO rent arrears hand back and provide a monthly report to the Tenant Management Initiative (TMI) Team.
 - 1.5 To develop and maintain a consistently high standard of practice in rent arrears management and share good practice.
-
- 3.0 **TMO management of rent arrears and the rent arrears protocol**
 - 3.1 The Council's Rent Income and Arrears Management Procedure Guide provides a framework for TMO Managers/Officers to address the cause(s) of rent arrears and to clear the arrears
 - 3.2 However even after ensuring that the protocol has been followed, some tenants fail to pay their rent and keep to agreements so their rent accounts will have to be handed back to the Council.
-
- 3.0 **TMO checklist of actions and documents prior to handover**
 - 3.1 A pro-forma of the pre-handback actions is attached as Appendix A to this procedure. TMOs should ensure that the required action has been taken and that the documents listed are provided to the Central Operations Team.
The TMO should check that;
 - 3.2 That all rents paid by the tenant(s) have been correctly recorded.
 - 3.3 That there are no outstanding housing benefit payments due to the tenant(s).
 - 3.4 There are no known potential issues of disrepair outstanding
 - 3.5 Rent arrears owed by the former tenant (in cases of succession and assignment) have been discounted from the rent arrears figures as this is not rent lawfully due in legal possession proceedings.
 - 3.6 That the tenant has been written to advising them of the intention to handback the rent account and the provisional effective date of handback.
-
- 4.0 **TMO rent arrears hand backs to the Central Operations Team**
 - 5.1 Under the terms of the LB Southwark management agreements, affected TMOs should hand back to the council the rent account of a tenant(s) in arrears of six or more weeks.
 - 5.2 The TMO must provide at least 1 weeks notice to the Central Operations Team of its intention to hand back the tenant(s) rent arrears account. Notification should also be made to the Finance manager of the TMI at this time to ensure that the necessary adjustments are made to the quarterly rent demand to TMOs.
 - 5.3 The pro-forma at Appendix A to this procedure note has been completed and copies of all documents set out in the pro-forma have been attached.
 - 5.4 That the tenant has been contacted in writing, by the TMO, advising that the rent account has been handed back to the council for collection of the outstanding arrears and management of the account.
 - 5.5 Any monies received by the TMO following the handback and closure of their rent account for the tenant will be used to offset the debt held by the TMO. The TMO will notify the Income and Debt Services Manager, in writing, of any sums so received. The Income and Debt Services Manager will adjust the new rent account accordingly.

5.0 Management of rent account by Area Housing Office

5.1 The Income and Debt Services Manager will confirm to the TMO tenant in writing (and copy to the TMO):

- That the rent account has been transferred to the Council for management.
- That all rent payments must be made to the Council using the new account details,
- how and where rent payments should be made.
- Of the name and contact details of the Income Officer in the area office.

5.2 Income and Debt Services Manager to check that the rent charged is accurate and lawful, and any additional charges for entry phones, water rates and communal heating charges are all correct.

5.3 The Central Operations Team will manage all aspects of rent collection and arrears recovery including direct communication with the tenant.

5.4 The Central Operations Team will, if appropriate, initiate direct deductions from benefits via the Department of Work and Pensions. The TMO should not seek to initiate such payments prior to handback.

The AHO Income Manager will:

5.5 Present a progress report to the TMO at their quarterly meetings and send a copy to the TMI Monitoring Officer. The reports will include the following:

- Hand back start date.
- Arrears at hand back.
- Current arrears balance.
- Repayment agreement.
- Housing benefit action.
- Confirmation of action taken and other general comments.

6.0 Hand back Returns to the TMO

6.1 The Income and Debt Services Manager will give at least one week's notice to the TMO of the hand back return. The tenant(s) will have maintained a clear rent account for a period of one calendar month

6.2 The tenant(s) will have paid in full any costs awarded to the Council by a Court in any legal action taken to recover the arrears.

6.3 The account will be returned to the TMO by completing 'Handback Return to TMO pro-forma attached at Appendix B to this procedure.

6.4 The Income and Debt Services Manager will provide:-

- A detailed chronology of events and actions that have been taken to recover the arrears.
- Copies of all letters sent to tenant(s) regarding the rent arrears and all rent arrears recovery letters; detailed notes of telephone discussions relating to the recovery of the rent arrears; detailed notes of all home visits and copies of all agreements reached with the tenant to clear the rent arrears.
- Rent statements relating to only rent lawfully due to be paid by the tenant(s).

6.5 The Income and Debt Services Manager will confirm with the TMI Team that the responsibility for managing the TMO rent account which had been set up on the councils rent accounting system (iWorld) has been returned to the TMO, and authorize the suspension/closure of that iWorld rent account.

6.6 The TMI Team will set up another rent account under the TMO account for the purposes of charging to the rent demand.

6.7 The TMI Team will confirm the suspension/closure of the old account, under 6.5, in writing to the Income and Debt Services Manager.

- 6.8 The TMI Team will confirm the opening of the new account, under 6.6, in writing to the TMO Manager/ Officer and confirm the opening credit balance.

7.0 Reimbursing the money to the TMO when the account is cleared

- 7.1 The TMO are entitled to receive the money collected by the Council on the handback account:

- Once the tenant(s) have maintained a clear rent account for a period of one calendar month
- the legal costs of collecting the debt have been recovered and
- the money previously paid to the TMO at the point of handback has been deducted.

- 7.2 The Income and Debt Services Manager will complete and endorse Appendix C of the clear rent account hand back return form: reimbursement of monies owed to TMOs. The form will provide the following information:

- Hand back start date.
- Arrears total at date of hand back to the Central Operations Team.
- Details of all legal/court costs charged & paid.
- Payments to be reimbursed to the TMO.
- Date clear rent account handed back the TMO.
- Date of notification to the TMI Finance Manager that the account has been returned to the TMO.

- 7.3 The clear rent account hand back return form will be sent to the Finance Manager in the TMI Team to determine payments due to the TMO. A copy will also be sent to the TMO Manager/Officer.

- 7.4 The TMI Finance Manager will calculate and authorise all payments due to the TMO. All payments due to the TMO will be made set off against the quarterly rent demand payment to TMOs.

8.0 Warrant of execution and vacant possession

- 8.1 Income and Debt Services Manager will:

- Notify the TMO when an application has been made for a warrant of eviction.
- (Upon receipt of an eviction date), notify the TMO of the eviction date and the expected time of arrival for the court bailiff to carry out the eviction.
- Agree with the TMO the responsibility for a carpenter/locksmith to attend to force entry where necessary (this will be a council responsibility except where a TMO specifically requests for their operative to attend). Any repair costs arising from the forced entry will be met by the TMO except where such costs exceed £500.
- Sign the bailiff's warrant of execution and hand over vacant possession of the property to the TMO officer. The rent account will revert to the TMO with effect from the Monday following the eviction.

- 8.2 The TMO Manager/Officer will be responsible for taking an inventory of the items left in the property and arrange storage of the chattels found in the property in line with s.41 of the Local Government Miscellaneous Provisions Act 1982.

- 8.3 The Income and Debt Services Manager will confirm with the TMI Finance Manager that the responsibility for managing the TMO rent account which had been set up on the councils rent accounting system (iWorld) has been returned to the TMO following the eviction, and authorize the suspension/closure of the relevant iWorld rent account.

- 8.4 The TMI Finance Manager will set up another rent account under the TMO account for the purposes of charging to the rent demand.

- 8.5 The TMI Finance Manager will confirm the suspension/closure of the old account in writing to the Income and Debt Services Manager and provide a copy to the TMO Manager/Officer.
- 8.6 The TMI Finance Manager will confirm the opening of the new account in writing to the TMO Manager/ Officer and confirm the opening credit balance.

9.0 Dispute Resolution

- 9.1 Any disputes, from either party, should initially be addressed through the quarterly meetings between the council and the TMO.
- 9.2 Should the issue remain unresolved following the quarterly meeting the TMI Manager and the Area Manager will arbitrate and their decision will be binding on both parties.

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Appendix A

Handover Checklist – TMOs to Central Operations Team

TMO	Area

Name of Tenant(s)		Address	
Telephone No		Names & DOB of Occupants	
Email			
Mobile			
Associated accounts (e.g. garage)			
TMO rent account number		Arrears figure at handback	
The TMO officer handing over the case is		The officer at Area Office dealing with the arrears case is	
Copy of tenancy agreement attached? Y/N (essential)	List of Agreements	Action Taken (including method e.g. telephone/home visit etc & date)	
Photocopies of agreements attached? Y/N			
Copy of income and outgoings pro forma attached? Y/N	Method of payment by tenant (standing order/cash office etc)		
Written confirmation of contacts attached? Y/N			
Rent statements attached? Y/N (essential)			
Housing Benefit disclaimer enclosed? Y/N			
Copy of letter advising tenant arrears case is to be handed back to council? Y/N			
Reason given for non-payment of rent?			

Signed by TMO Manager/Officer	Date
Signed by Income and Debt Services Manager	Date

Appendix B

Handover Checklist – Central Operations Team to TMOs

TMO	Area

Name of Tenant(s)	Address	
Telephone No	Names & DOB of Occupants	
Email		
Mobile		
Associated accounts (e.g. garage)	Action taken on associated accounts	
Housing Management rent account number	Arrears figure at handback	
The Income Team Leader handing over the case is:		
Attached list of visits, interviews, agreements, letters? Y/N	Attached list of legal action taken? Y/N	
Copy of income and outgoings pro forma attached? Y/N	Was the tenant evicted? Y/N	
Is the rent account now clear? Y/N	Has the tenant now left the property? Y/N	
Rent statements attached? Y/N (essential)	Copy of letter advising tenant arrears case is to be handed back to TMO? Y/N	
Is the tenant claiming housing benefit? Y/N	Method of payment by tenant (standing order/cash office etc	
Any other comments?		

Signed by Income and Debt Services Manager	Date
Signed by TMO Manager/Officer	Date

Appendix C

Reimbursement of Monies Owed to TMO

<i>TMO</i>	<i>Area</i>

Name of Tenant(s)	Address
Handback Start Date	Arrears Total at Date of Handback
Date Account Returned to TMO	Value of Monies already reimbursed
Date TMI Finance Manager notified	Total of monies to be reimbursed to the TMO

Approved by CIT Manager	Date
Payment Approved by TMI Finance Manager	Date

Appendix D

Rent Handback Example

At the point of handback each TMO is entitled to receive 6 weeks rent charge in recognition of the fact that they have already made payment of this sum to the Council by way of the quarterly rent demand. Such sums will be offset against the next quarters rent demand and will be net of any housing benefit received in respect of the property and of the 2% void allowance already offset against previous rent demands.

Arrears in excess of six weeks will receive an allowance of 50% of the net weekly rent charge for weeks 7 -12 and 25% of the net weekly rent charge for the period covering weeks 13 – 26.

Calculation of sum offset against quarterly rent demand

Property A is handed back to the area the 1st June 2010 with arrears of £3,000.

The date of the hand back (date a new rent account is created under the Area Patch on Iworld) is used to adjust the rent demand.

The first 6 weeks will be deducted on the rent demand (50% of debt between 7 & 12 weeks and 25% of debt between 13 & 26 weeks)

E.g. If the weekly rent charge is £100.00

weeks 1 to 6	£100 x 6	=	£600
weeks 7 to 12	£100 x 6 x 50%	=	£300
weeks 13 to 26	£100 x 14 x 25%	=	£350

The total sum to be offset against the next quarterly rent demand to the TMO is therefore:

$$£600 + £300 + £350 = £1250.$$

However, as the rent charge already paid by the TMO is net of the void allowance the sum offset will be reduced by 2%

i.e. $£1250 \times 2\% = £25$

Therefore the amount to be deducted from the rent demand is:

$$£1250 - £25 = £1225$$

As the arrears were £3,000, it is recommended that the TMO write off the remaining amount from their balance sheet as an uncollectable debt.

$$£3,000 - £1,225 = £1,775$$

If the account (and any legal costs awarded to the Council) is subsequently cleared by the tenant, and then handed back to the TMO, the TMO would receive payment of £1,775. However, this situation only happens in approximately 10% of cases with this level of arrears. The balance sheet would be more accurately presented if the balance of the debt is written off. Should money be reimbursed at the point of Council to TMO handback following clearance of the account, then the money can be written back on again.

It is important to note that, once an account is handed back to the Council to initiate legal proceedings to recover the outstanding rent arrears, the TMO should cease to issue any documentation to the occupant which relates in any way to the outstanding debt. This will include (but is not limited to) letters requesting repayment of rent, or any other charges, and periodic rent statements.

Any such correspondence may inhibit or invalidate the Councils ability to successfully recover the outstanding rent arrears.

Appendix E **Rent Hand Step by step**

ACTION	TMO	Council
Tenancy starts	TMO signs up tenancy between Tenant and LBS	
Rent due each Monday		Invoices TMO for rent due less collection allowance
	TMO pays (quarterly) rent due less collection allowance to LBS	
Arrears build up	TMO manages low level arrears	

	TMO builds up debtor in its accounts	
6 week handback	TMO passes arrears case to LBS	
	Temporary suspension of this part of the managing agency agreement	
		LBS should reduce this bit of the management allowance pro tem
		LBS should credit TMO with the rent due less collection fee on this account
	TMO should credit its debtor account (ie clear this), and debit its "fees due" account	
		LBS sets up rent account on iWorld with the arrears b/f balance
LBS collects arrears		Cash retained by LBS
	TMO carries on with other agency tasks like minor repairs	
		Collection costs (eg court costs) born by LBS
Either:		
a) Arrears never cleared		LBS carries on managing rent account
Or b) Tenant leaves/disappears/evicted		LBS chases balance or writes off FTA
	TMO carries out void processes and relets	
Or c) Account cleared		LBS returns rent account management with zero balance to TMO
	TMO restarts this part of the managing agent function	
Or d) Account now in credit		LBS returns rent account management to TMO and passes credit to TMO.
	TMO restarts this part of the managing agent function	
Rent due each Monday		Invoices TMO for rent due less collection allowance
	TMO pays (quarterly) rent due less collection allowance to LBS	

Tenant Service Charge Procedure

Clause 7

The Council will provide to the TMO a breakdown of tenant services for which it charges (such as grounds maintenance, cleaning, communal electricity etc). The TMO cannot set the core rent but may consult tenants on changes to services, including proposals to reduce services or provide additional estate services, and may seek an increase in charges, where appropriate. This may include requesting increased service charges to cover the provision of additional estates services.

The TMO may request the Council to vary the tenant service charge element of the Total Rent if the element of service charge relates to a service provided by the TMO.

Before any variation can be made to service charges, the TMO must demonstrate that it has fully consulted with all tenants within the property, not just its membership, about changes to those services which result in a change to the level of tenant service charges.

The TMO must formally advise the Council of any proposed changes with relevant supporting information as requested by the Council. This may be budget forecasts, audited accounts, invoices, credit notes etc. This information must be provided within the timescales set out by the Council to enable it to make the necessary changes to rent levels.

Consultation with residents

Consultation with tenants should take the form of individual notification with an agreed consultation period to enable tenants to make responses to the TMO. The TMO should take all responses into account before making its decision at a Management Board meeting which is open for all tenants to attend and speak or a General Meeting depending on the level of the variation. If the variation is likely to result in an average increase to tenant service charges in excess of an amount to be agreed with the Council (25 pence weekly) then the matter must be considered at a General Meeting to which all tenants have been invited and have received notification that the matter is to be considered.

Impact on Housing Benefit

The TMO and the Council will consider the impact on housing benefit of any changes to the level of tenant service charges. Any such proposed changes will require the approval of the Council which will not be withheld unreasonably. The TMO must demonstrate that it has consulted with tenants and given due consideration to their responses.

Service Charges Procedure

1 Calculation of Charges

Clause 3

The Council's lease requires leaseholders to pay a fair proportion of the costs and expenses as set out in the lease. Further, the Council may adopt any reasonable method of ascertaining the said proportion of costs and expenses and may adopt different methods in relation to different items of these costs and expenses.

The cost of each service recharged to homeowners is based on payments made to each contractor providing the service. An additional charge is added to recover any management costs incurred in providing each individual service.

Costs are apportioned by allocating a weighting by units for each property. Each property is allocated a weighting of four units (bathroom, kitchen, living room and hallway) with an extra unit added per bedroom. These units are then totalled to give a total for the block. The total block cost of each service is divided by the total units to give a cost per weighting unit. This unit cost is finally multiplied by the number of units in each individual property to give the charge for each property. Where costs are incurred on the estate, the same methodology is used except that a total unit cost for the estate is calculated. This means that leaseholders with larger properties pay more than those with smaller properties in the same block.

The methodology described above is that currently used by the Council. Due to changes in legislation, Leasehold Valuation Tribunal (LVT) rulings, case law, agreements with Leasehold Council or changes in best practice, the methodology may change in future. A leaflet explaining the method used for calculating the charge for each service is attached to service charge accounts when they are sent out.

Books and records

The TMO is responsible for keeping books and records which should comply with current legislative, audit and service charge requirements.

Service charge requirements

The TMO must keep detailed records of all expenditure. Each category of expenditure must be broken down firstly between;

1. Communal costs (costs for services for which both council tenants and homeowners benefit) and
2. Non-communal costs (where only council tenants benefit)

Secondly by;

1. Block
2. Estate

The TMO must keep all invoices and all other documents for a statutory minimum period of twelve years plus the current financial year and these must be made available to the Council within five working days of being requested.

Other documents to be retained must include:

1. Records by Cleaning and grounds maintenance staff or contractors of time spent on cleaning each block and estate.
2. A breakdown by office staff of their time spent on work done on each of the service charge headings; a breakdown of management costs and the proportion which they consider should be recovered from homeowners.
3. Timesheet records for work carried out by staff. Timesheets are to be broken down by each member of staff on the time spent on various types of work between communal and non communal work i.e. dealing with tenants, leaseholders, communal cleaning etc. Monthly and annual summaries of work must be made available to the Council.

2. Billing and Collection arrangements

Clause 3

The Council is responsible for the construction, billing and collection of service charges based on information supplied by the TMO (Chapter 4 Clause 3 Option A)

Estimated bills should be sent out by the Council by the end of March each year, to comply with the terms of the lease.

Actual bills should be sent out by the Council by the end of September each year.

The Council will rely on information provided by the TMO and may require TMO staff to justify the service charge costs, to comment on the reasonableness of standards or to explain why costs were incurred. Their attendance may also be required at the LVT to give evidence to justify the costs incurred.

Estimated service charges

The TMO will submit to the Council its following year's budgets by the end of January each year and these will be used for service charge purposes. The budgets will be broken down by communal and non-communal costs and between blocks and estates.

The TMO will provide the Council within five working days any additional information required to construct these estimated service charges or for any other purposes.

Actual service charges

At the end of July each year the TMO shall provide to the Council all the information needed for service charge purposes. This information shall be in the format prescribed by the Council (a sample of which is attached). The TMO will use its professional accountants to prepare the required information which should be produced with the annual audited accounts.

The TMO will provide the Council within five workdays any additional information required to construct the actual service charges or for any other purposes deemed necessary by the Council.

Statements

The Council will arrange for quarterly statements to be sent to all service charge payers.

In order to ensure statements are addressed to the current service charge payer at the correct address, the TMO will notify the Home Ownership Unit within 14 days of a lessee providing an amended billing address.

Collections

The Council is responsible for collecting all monies due for service charges and will maintain accounts of all transactions.

3 Arrears Procedures

Clause 5

Three letters requesting payment are sent before mortgagees are approached if no satisfactory response is received from the service charge payer. These stages must be completed before any legal action is considered.

4 Financial Incentives and Penalties

Clause 10

As the TMO has no responsibility for collection of Service Charges or arrears the TMO and the Council have agreed that incentives and penalties are not required.

Chapter 5

Schedule 1: Calculation and Payment of Allowances Clause 1

Calculation of Allowances

The allowances have been calculated in accordance with the Statutory Guidance set out in “*Calculating Allowances for Tenant Management Organisations*” and given by the Secretary of State under Regulation 7 of the Housing (Right to Manage) Regulations 1994 (SINo.627/1994) which provides that any person exercising functions under those regulations shall act in accordance with any guidance given by the Secretary of State.

The basic principle behind these allowances is that they are based, as far as possible, on the Council's own expenditure at the time the TMO went “live”. This is actual expenditure in the case of the supervision and management and the running costs or historic expenditure in the case of responsive repair or planned maintenance. Subsequent changes are made over time based on a range of factors including the TMO's actual management and maintenance expenditure.

The exceptions are:

- a) Exceptional repairs such and programmed repairs and improvements (which are likely to be carried out as a major works contract), where the Council and the TMO will negotiate an agreed figure.
- b) Committee administration, training and tenant communication (i.e. **not** office costs such as rent, business rates, utilities etc), where there will be a flat rate payment of £5,000 plus £10 per dwelling (including long leases) served by the TMO. Based on the number of dwelling in Styles House this sum amounts to **£5,560**, adjusted annually for changes in the Retail Price Index.

The allowances are split between an element to cover services provided to tenants and an element for leaseholder services. The leaseholder services element is to be paid initially on the basis of the TMO's estimated budget for the financial year and adjusted annually to reflect the TMO's actual expenditure on services to Leaseholders when the TMO's audited accounts are available, and based on the breakdown of information provided in accordance with the Schedule to Chapter 4 of the Management Agreement.

Summary of the principal elements of the Allowances.

Annex	Element or Activity
A	Insurance
B	Responsive and Planned Maintenance Repairs
C	Allowance for Major Works
D	Estate Services
E	Rent Collection
F	Leaseholder Service Charges (includes external

	decorations)
G	Tenancy management administration
H	Finance (included in G above)
I	Staffing and Overheads (included in G above)
J	Office Costs (included in G above)
K	TMO Costs

The comparator area upon which basis the allowances are calculated is the is the retained, directly managed, London Borough of Southwark Housing Stock

The Annexes (A to K) to this Schedule, show the detailed breakdown of the allowances calculation, and as far as is possible, how each element of the methodology described in *Calculating Allowances for TMOs* has been addressed, based on the checklist in that guidance.

Key considerations are:

- ❑ Inclusion of the costs of non-strategic services provided by council staff, however indirectly, which will be undertaken by the TMO. The areas included are: Area Office staff, Finance, Information Technology, Human Resources, cashiers, commissioning and Southwark Technical Services
- ❑ The separation of costs, where applicable, between tenants and lessees based on actual service charges
- ❑ Ensuring that the estimate for Responsive and Planned Maintenance Repairs is reasonable and that the Agreement takes account of unexpectedly high expenditure due to unforeseen repair costs or an above average numbers of voids requiring re-servicing. This has been based on the past 5 years' actual costs, with the highest and lowest annual costs removed, and uplifted for inflation as reflected in the London Borough of Southwark budgets.
- ❑ Ensuring that the TMO has sufficient allocation to cover overheads such as office accommodation. This is included within the tenancy management allowance.
- ❑ The inclusion of the full range of relevant corporate support services. This could include Building (Office) administration, Environmental Health, Finance, Legal Services, Personnel and IT. This is included in the Tenancy Management allowance, but excludes any strategic services which have not been delegated to the Co-operative.

Adjustments to Allowances

Allowances will be reviewed annually and adjusted in line with increase in Area Office budgets, which in turn take into account the effect of Retail Price Index changes, and to take into account increases and changes in costs, income from rents and HRA subsidy (if any) and the number of homes managed by the TMO

The annual review will also take into account changes in the ratio of tenants and lessees resulting from Right To Buy or any other sales schemes run by the Council, voluntary disposals and demolitions or acquisitions

Adjustments are made in accordance with Calculating Allowances for Tenant Management Organisations.

The Council will give the TMO at least three months notice of any change in the allowance for the following year and agree a procedure and time table for implementing the change. The time table will allow a sufficient period for negotiation with the TMO on the proposed change and for agreement to be reached on how it will be implemented.

- Changes in the amount which are less than 5% of the total allowance will be introduced from the following quarter unless the TMO shows that this may cause serious problems;
- Changes in the amount which are 5% or more of the allowance will be phased in over a longer period, taking into account the degree of impact of change on the TMO's operations and effectiveness.

3. Review of Allowances

It will be open to either the Council or the TMO to seek a review of the allowances where either the Council's costs have reduced significantly for a similar mix of homes or for the stock overall, or where a TMO's costs have increased significantly. In doing so, a similar range of services, provided for a similar range of homes should be used. The comparator properties must be ones remaining under the Council's management

4. Payment of Allowances

Allowances will be paid to the Co-operative in Quarterly instalments and in advance on the following dates:

1st April

1st July

1st September

1st December

Prior to the scheduled date for each quarterly payment the TMO will submit an invoice for the sum due, together with a (separate) invoice for payment of VAT generated by the Allowance

The element of the allowance which is based on the TMO's estimated costs rechargeable to leaseholders will be paid in quarterly instalments as part of the management allowances.

Once the Actual Costs of rechargeable leaseholder services for the previous Financial Year has been verified (no later than 31st October), the Council will make an appropriate adjustment to the next quarterly management allowance payment. This adjustment will reflect the difference between the estimated annual budget and the actual expenditure in the previous year.

Annexes A-K Breakdown of Allowances

Annex and element or activity	Detailed Breakdown
A Chapter 1 Insurance	<ul style="list-style-type: none"> • claims by third parties (public liability insurance) • claims by the TMO's Staff (employer's liability insurance) • the dishonesty of the TMO's Staff or the TMO's officers (fidelity guarantee insurance); • the loss through fire or theft Council property • office insurance including business disruption and legal expenses
B Chapter 2 Responsive and Planned Maintenance Repairs and voids	<ul style="list-style-type: none"> • responsive repairs • heating maintenance • lighting, water tanks, • voids • door entry • adaptations
C Chapter 2	<ul style="list-style-type: none"> • allowance for Major Works
D Chapter 3 Schedule 6 Estate Services	<ul style="list-style-type: none"> • cleaning • grounds maintenance • heating Fuel • electricity
E Chapter 3 Rent Collection	<ul style="list-style-type: none"> • Rent Collection
F Chapter 4 Leaseholder Service Charges	<ul style="list-style-type: none"> • management • repairs • external Decorations
G Chapter6 Tenancy Management Administration*	<ul style="list-style-type: none"> • tenancy management administration • repairs management
H	<ul style="list-style-type: none"> • Finance
I	<ul style="list-style-type: none"> • Staffing and Overheads
J	<ul style="list-style-type: none"> • Office Costs • Office Rent
K	<ul style="list-style-type: none"> • Committee and communication allowance • Audit

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Chapter 5

Schedule 2

Financial Procedures

1. Principles of Financial Control by the TMO

Proper and competent management of its finances is a main priority for any organisation. Styles House TMO procedures for its finances incorporate the requirements set out in the Modular Management Agreement. Chapter 5 Clauses 1 – 14

The objectives of these procedures are to ensure that the finances for the TMO are fully recorded, payments only made within the guidelines approved by the Management Committee, and that monies put aside for specific purposes are used for that purpose. Tenants will be kept informed of the overall financial position of the TMO and have access to the detailed records.

Controls will be adopted to minimise the possibility of fraud or embezzlement.

The policy is designed to be:

- Forward looking by using procedures for setting up and approving budgets.
- Preventative of error or fraud by use of controls to ensure that payments are only made for legitimate reasons, and are reviewed in order to identify any irregularities. The TMO expects its members and staff to exercise sound financial management and for the TMO to be financially viable while meeting its overall objectives.

The Treasurer has overall responsibility for ensuring that controls and procedures are suitable and applied and for overseeing the TMO's book keeper and ensuring that the TMO meets its responsibilities with regard to finance.

However, the Board has collective responsibility for the financial management of the TMO. If there is concern about any aspect of the financial management, that there is insufficient information being provided or that officers may not be making proper plans to meet deadlines, the concerns should be raised at a Board meeting. This statement does not absolve the officers of the TMO from their responsibilities, as directors or trustees, for ensuring that proper controls and procedures are used.

2. *Changing the Procedures*

The procedures and limits in this document may be changed in the following way:

- Proposed changes should be made in the form of an amendment to these procedures. These are to be submitted to the Management Committee for approval.

- A copy is to be sent to the Council's Tenant Management Team who have the right to veto the change.

This can only be overridden by a general meeting of TMO members during which the views of the Tenant Management Team must be presented. The Treasurer is responsible for keeping financial procedures under review and recommending changes.

3. Record Keeping

The Treasurer must ensure that cash transactions are recorded. Records should be updated at least every month and reconciled to the bank account. Bank transactions should also be reconciled monthly.

4. Banking Arrangements

The TMO may open any bank or building society account as it considers necessary. The TMO will inform the Council of any bank or building society account it opens.

The Treasurer is responsible for ensuring that bank account arrangements are appropriate for the needs of the TMO. For the purpose of this document, both bank and building society accounts are called bank accounts. All such accounts must be in the name of the TMO. The name of the bank branch, account numbers, and the names and addresses of account signatories must be advised to the Council at the same time as the bank is informed of any changes.

Currently they are Current Account, Business Reserve Account; Contingency Account

Registered Address for Bank Statements and correspondence: The TMO Office, Styles House, Hatfields, London SE1 8DF

Three signatories are agreed by the Committee, usually the Treasurer, Vice Chair and Secretary.

All payments or withdrawals require two signatories. For amounts over £100 one of the signatories must be an Officer of the TMO. The bank signatories may not be related to each other, nor may they be from the same dwelling. The Management Committee must approve bank signatories and this must be minuted.

The Signatory Mandate is held in the TMO Office and an updated copy provided to LBS.

A cheque signatory shall approve any charges made by the bank and any transfer of amounts between the TMO's accounts within the bank. The Treasurer is responsible for ensuring that the bank statements are reconciled to the cash book within one month of the end of each quarter.

Each month the Manager will reconcile payments with bank statements. The Treasurer shall report monthly or at each Management Committee meeting.

(whichever is the later), the balance at the bank for each account in a report using the format in the annex to this chapter.

5 *Borrowing*

Borrowing may only be arranged if the source of funds for it to be repaid is clearly identified and set out to the persons approving it.

Loans to cover delays of up to one month in receiving the allowance from the Council may be agreed by the Management Committee. Loans to cover longer periods or greater amounts must be approved once a cash flow forecast has been sent to all committee members.

The maximum amount which may be borrowed may not exceed six times the monthly allowance. The Tenant Management Initiatives Team must be advised when a Banking facility is being negotiated.

6 *Investments*

The TMO shall not, without the prior consent of the Council, invest surplus cash balances in any form of investment other than a secure short term deposit account. Any money invested shall be capable of being withdrawn by the TMO giving not more than 3 months notice of withdrawal. This is a requirement of the Management Agreement.

Having obtained committee approval the Treasurer is responsible for investing surplus funds after considering when the funds will be needed, possible contingencies, the returns obtainable and any penalties due on early withdrawals.

7 *Budgetary Control*

The Treasurer is responsible for ensuring the preparation of a budget. The Budget must be approved by the Management Committee before the start of each financial year and by a general meeting at the earliest opportunity.

The Budget must set out the sources of income, and expenditure. The Treasurer must send a copy of the budget to the Council before the commencement of the financial year. This is a requirement of the Management Agreement.

Changes to the budget may be made by the Management Committee and then subsequently approved by a general meeting. Changes are defined as anything which would cause the annual expenditure to exceed the annual allowance, a reserve in surplus to become a deficit, or any change between budget headings set out at the end of this Schedule of 10% or 10% of the annual allowance, whichever is the greater.

The Treasurer is responsible for monitoring performance against budget and for reporting on this to the Management Committee at least quarterly. The report should be as laid out at the end of this Schedule and show for each heading:

- The budget to date
- Actual expenditure to date
- Variance
- expected total expenditure for the year

- Total budget for the year

The report should also include a memorandum of expected expenditure as part of the quarterly report. This will set out any items where expenditure is committed but where an invoice or other form of request for payment has not yet been received.

8 Members Expenses

Expenses incurred by members to further the aims of the TMO may be met by the TMO provided that such costs have been approved in advance by the Management Committee. Such reimbursements may only be for costs actually incurred.

General allowances shall not be paid.

Expenses may include travel, subsistence, and carers' allowances.

When expenses are incurred by a cheque signatory, the claim must be signed by two other authorised persons.

Any expense which results in those sums being charged to UK income tax must be declared to the Secretary as such amounts must also be declared in the annual return.

TMO members of the committee must exclude themselves from meetings when a matter may be discussed or a decision made which would have financial implications for that member or a member of his/her family. They should not take part in any decision which would result in a material benefit directly to themselves, a member of their household or a member of their family.

Where the TMO contracts work to be performed by a tenant, it must be approved by the Management Committee. All committee members who are either related to the tenant or have a business arrangement with the tenant must declare an interest and may not take part in the discussions. Agreements for tenants to undertake paid work for the TMO must be minuted and the relevant name recorded.

Members may be given advanced payment for planned expenditure for work related to the work of the TMO. Such advances may not be made more than one month before the cost is incurred. Advances may not be made for the purpose of buying shares in the TMO as this would be against the law.

Claims for expenses by members which are not notified to the TMO within one year of their being incurred may not be claimed except at the discretion of the Management Committee.

9 Orders

Written orders must be raised for any repairs or other works ordered. This is a requirement of the Management Agreement.

The designated TMO staff member/s may order work or materials up to a designated amount agreed by the Management Committee provided that the work has been budgeted for and that the budget heading is not exceeded. Such staff shall be designated by the Management Committee as to their

name or job position, amount, period that the authority is valid and any other conditions. Such authorisations shall be minuted by the Management Committee and given in writing to the staff concerned.

Work or materials costing more than authorised limits must be approved by at least two cheque signatories. Such ad hoc authorisations are to be written on a copy of the order. Such authorisation may not be given by someone whose dwelling obtains a direct benefit from the work unless it is part of a programmed repair scheme already approved by the Management Committee.

For work requiring an external contractor, the following procedures are to be applied:

- Work is less than £500 - one quotation sufficient.
- Work is between £500 and £1,000 – two quotations required.
- Work is over £1,000 – three quotations to be obtained.
- Where the cost of the work is predicted to cost more than £10,000 the work must be subject to a competitive tender.

These quotations shall be written quotations which must be kept on record.

All tendered work to be agreed at Committee (unless decision is delegated to Manager or possibly a sub-group in advance or there it is an emergency decision – see below.).

Authorisation for the purchase of equipment, materials, etc. is to be obtained from the Committee or Officers of the Committee for any purchase over £100 unless it is an emergency decision. Variations to any price or scope of works are to be approved by the full Committee. If this is not possible the Emergency procedure to be followed:

Emergency Decisions:

An Emergency is defined as an event, occurrence or situation that will or could adversely affect a person's health and/or safety, or cause substantial damage to the buildings of the estate we manage, or cause severe operational problems to the TMO.

Procedure for dealing with emergencies:

The Manager is responsible for assessing situations as they arise and collating any necessary information to enable a decision to be made. The Manager should assess the situation for a possible insurance claim through the TMO or LBS insurance policies.

Responsibility for approving a course of action is delegated to the Secretary (the current Secretary has extensive housing management experience). In an emergency the Manager will contact the Secretary as soon as practicable and report the problem and discuss the best course of action that should be taken indicating the potential costs if known.

In the absence of the Secretary, the Manager will report the situation to the Chair, Treasurer or Vice Chair. All decisions taken will be noted and reported to the Board at the first Board meeting following the event. All decisions will be analysed and ratified at that meeting and recorded in the Minutes.

Example of where emergency action may be taken:

A case of forced entry where the Manager and Caretaker/Maintenance Officer believed a tenant may have died or been in distress. The TMO would fund the follow up repairs to secure the door, and subsequently fit a new door and locks.

10 *Payments*

A Purchase Requisition Form to be completed for all payments by cheque, direct debit, etc. The form will be completed with a Voucher Number –

running consecutively and a cheque or BACS number. In the case of Direct Debits and Standing Orders, the form will only have a Voucher Number. The completed form is attached to the invoice and any supporting document such as a delivery note, etc. with a prepared cheque, where applicable, and passed for checking and signing.

The Purchase Requisition Form must be signed by 2 signatories. The Board will appoint 4 such signatories, who cannot also be Cheque signatories

All payments by cheque must be recorded in the cheque book stubs.

Spoilt or cancelled cheques must be defaced and must be folded and stapled to the cheque stub in the cheque book..

Cheques may not be signed unless the payee and the amount have been written on the cheque.

Personal cheques must not be cashed.

All payments are to be entered into the Cash Book under the relevant budget heading.

11 *Internet Banking and Payments*

Should the TMO decide to introduce internet banking, including payment of accounts by internet, it will draft a clear procedure which takes into account the requirement to minimise the risk of fraud or embezzlement. and which complies with the bank's guidance on internet banking. Prior to entering into the use of the internet for banking the TMO must submit its procedure to the Council for approval. Such approval must not be unreasonably delayed

12 *Payment by BACS*

Should the TMO wish to introduce payment by BACS, it will draft a clear procedure which takes into account the requirement to minimise the risk of fraud or embezzlement, and which complies with the bank's guidance on internet banking. Prior to entering into the use of the internet for banking the TMO must submit its procedure to the Council for approval. Such approval must not be unreasonably delayed

13 Payroll

The payment of salaries will be contracted out. Payroll payments shall be made monthly. These payments must be approved by the Treasurer.

Timesheets will be prepared, signed by the member of staff concerned, and approved by either the staff supervisor or a committee member.

(1)

Employee	Scale Point	London Allowance	Pension Allowance	Total before Deductions

(2)

Tax & NI	TOTAL PAID

There will be no overtime pay.

Full records are to be kept of tax deductions, National Insurance deductions, and other statutory deductions.

14 Petty Cash - The Imprest Method

Styles House will use the imprest method of petty cash. In the imprest method, a petty cash fund (float) is initiated with a certain amount. The cash/float is placed in a locked box or safe. Cash is disbursed and receipts obtained for small expenses. Once the float begins to get low, the receipts are gathered and a cheque request is generated to replenish the float for the exact amount of the receipts.

For instance, if the float starts at £100, and after a few days, there is £20 left in the fund, there must be £80 in receipts available. The cheque request for £80 will return the float back to exactly £100.

Although the imprest method is simple, the procedures below should be followed:

- Only one person, usually the Manager, will have access to the petty cash, so that if funds are missing, there is no question who is responsible.
- There will be a float of £200.
- No cash will be disbursed without a receipt. If the cash must be prepaid before a receipt is available, (for example, if someone needs the cash to go out to buy lunch) then a note should be put in the cashbox and replaced with the actual receipt.

- The cash box should be counted often, weekly is best, to ensure that both cash and receipts together always add up to the beginning (imprest) amount.
- Periodically, a Finance Sub Committee member should perform a surprise test count, or audit, to verify that the Manager is always following proper procedures.
- A check request to increase/replenish the amount of the petty cash float should clearly indicate that this is for additional funds, not a reimbursement.

If the amount of cash and receipts do not match the beginning amount, there is a problem. Large discrepancies will be investigated due to the possibility of theft. Small differences may not be an issue, due to mistakes in counting or lost receipts. If the error is considered to be minor, the account should still be reimbursed to the beginning balance, with the difference identified and reported to the Finance Sub Committee.

Following proper procedures will provide an accurate accounting of cash, reduce the risk of theft and help to ensure that cash is available to meet the TMO's daily needs.

15 Rent Accounting

17 Rent Accounting and Other Income

The TMO is responsible for administering the collection of rental income into the Council's bank account. The TMO will therefore use all of the Council's systems, software and procedures.

Every tenant may request a rent statement at any time. Rent statements will be sent quarterly to every tenant.

A rental income report will be submitted to the Management Committee quarterly detailing the level of rent collection on each account (not identified), the level of arrears and action taken on each account.

Rent records must never be destroyed.

The Management Committee shall authorise bad debts which need to be written off. This must be minuted.

16 Other Income

The TMO Estate Manager shall raise an invoice to the Council quarterly for the amount due under the agreed management and maintenance allowance.

Monthly, the Estate Manager shall review all job tickets for rechargeable repairs and raise invoices as appropriate.

Where work is being recharged, the cost of materials and stores consumed and work shall be at current replacement prices.

A Committee member shall approve the invoices before dispatch.

Credit notes shall be authorised in the same way as a cheque.

17 Security of Cash

The TMO does not accept rent payments in cash at the TMO offices

The TMO shall aim to minimise the amount of the TMOs cash in the TMO office or in the charge of TMO staff or members

No one person or location shall hold more than £300 in cash over a normal banking day.

The Treasurer will report annually on:

- the maximum amount of cash held which was not placed on deposit after 10 banking days
- the average rate of interest obtained for cash held on deposit
- details of the number of staff employed, their job titles, and any changes during the year
- A summary of each contract for works costed at more than 1% of the annual allowance, setting out the nature of the contract, start date, completion date, pre-contract estimate, and the estimated final cost

18 VAT

Procedure for VAT will comply with the requirements of HM Revenue and Customs.

19 Insurance

The TMO will arrange insurance with an insurer approved by the Council, to a level that the Council may reasonably require covering the following risks arising out its obligations under this Agreement:

- claims by third parties (public liability insurance);
- claims by the TMO's Staff (employer's liability insurance);
- the dishonesty of the TMO's Staff or the TMO's officers (fidelity guarantee insurance);
- the loss through fire or theft of property belonging to the Council in or on the Property which the TMO has custody of because of its duties and responsibilities in this Agreement, with the exception of items covered by the Council under Clause 7.1d above
- office insurance including business disruption and legal expenses

- such other risks in respect of the TMO's responsibilities under this Agreement as the Council may from time to time reasonably require.

20 Surplus Fund

Surplus or deficits for prior years transfers to or from current years costs met out of reserve fund (items costing over 1% of the annual allowance to be separately itemised) Costs met out of surplus fund.

21 Quarterly Financial Statements

The TMO will follow best practice and produce quarterly audited financial statements. The objective of quarterly audited financial statements is to provide better quality financial information to both the Management Committee and the Council.

15 Quarterly Financial Performance Report for Management Committee

Narrative	Budget to Date	Actual Expenditure	Variance or Contracted	Committed Total for the Year	Predicted Outturn
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INCOME

- Estate Services including cleaning, window cleaning, gardening, paladins
- Repairs and maintenance allowance
- Management allowance
- Other allowances
- Other non financial income (e.g. recharged work)
- Other income (e.g. interest received)

TOTAL INCOME

EXPENDITURE

- Repairs
- Employee costs
- Materials
- Contractors
- Other costs
- Cleaning and caretaking employee and staff costs materials contractors other costs
- Administration employee and staff costs, rent, other costs
- Fixed assets Purchases individually listed if costing more than 1% of annual allowance
- Others by categories of type of asset e.g. office equipment, cleaning equipment tools for repairs

TOTAL EXPENDITURE

Chapter 5 Schedule 2 Annex

Bank Reconciliation

Bank Reconciliation Statement

A simplified bank reconciliation should be adopted similar to the example given below:-

Month: August 2012

Bank Balance (Cashbook)

Actual balance at the beginning of the month	XXXXXXX
Add - Total money paid into the bank account for the month	XXXXX
Less - Total money paid out the bank account for the month	<u>XXXXX</u>
Actual balance at the end of the month (Cashbook)	<u>XXXXXXX</u>

Bank Reconciliation - Bank balance (Cashbook) to Bank Statement (RBS)

Balance shown on the bank statement (RBS) at the end of the month
XXXXXX.XX

Money Paid Into The Bank Not Shown On Bank Statement

Date	Received From	Amount
XXXXXX	XXXXXXXXXXXXX	XX.XX
Total (Add)		_____ XX.XX

Money Paid Out of The Bank Not Yet Shown On Bank Statement

Date	Paid To	Cheque No	Amount
XXXXXX	XXXXXXXXXXXXX	XXXXXX	XX.XX
Total (Less)			<u>XXX.XX</u>

Actual Balance at the end of the month (Cashbook) **XXXXXX.XX**

Note: Where transfers to and from other account take place, further adjustment for these may be taken into account by setting up a section for transfers 'in' and 'out' not recorded in the cashbook.

Expenditure controls summary

1. Ordering

OBJECTIVE	EXPECTED CONTROL
All orders for goods and services should be in accordance with Standing Orders and Finance Policy	Staff/Board involved in the ordering of goods and services should be aware of and have access to a copy Standing Orders and Finance Policy. All records should be kept up to date.
There should be documentation to support the order	Only official written orders should be used -
The official order should be completed with all relevant details	<p>The order should show the quantity, quality and price of goods/services required.</p> <p>The name and address of the supplier should be shown</p> <p>The date of order, any delivery instructions clearly shown</p> <p>Name and signature of person making the order</p>
The order should be valued and calculated accordingly	<p>Staff/Board responsible for ordering should ensure that best terms are obtained.</p> <p>Goods and services should only be ordered if within budget</p> <p>Overspends should be reported immediately.</p>
Confirming orders should be issued promptly	Oral orders should only be given in an emergency and then confirmed in writing
All orders should be legitimate and appropriate and properly authorised	<p>Responsible staff/Board should ensure orders are within expenditure limits.</p> <p>All orders certified by someone authorised to do so.</p>
Order books should be identifiable and stored securely.	Official orders should be numbered consecutively and stored in a safe place

2. Receipt of goods

Receipt of goods should be in accordance with Standing Orders and Finance Policy	Staff/Board involved in the receipt of goods should be aware of and have access to a copy of Standing Orders and Finance Policy.
There should be relevant documentation to support goods received	The delivery note should be agreed to the goods received.
The receipt of goods should be recorded promptly	<p>The delivery note should be clearly marked as having been checked and agreed.</p> <p>Goods should be checked to confirm that that they conform to the purchase order exactly in quality and quantity.</p>
Goods received should be protected from loss	<p>Goods should be held and stored securely at all times with restricted access.</p> <p>Responsibility for goods should be specified.</p>
Update records	<p>Inventories should be updated promptly for assets purchased of a valuable nature.</p> <p>Assets should be agreed to the inventory at least once a year.</p>

3. Payments

Payments are made in accordance with Standing Orders and Finance policy	Staff/Board are aware of Standing Orders and Finance Policy
There is documentation to support payments made	<p>Only an original invoice should be accepted (no photocopies)</p> <p>Details should include:</p> <p>Name & address of supplier VAT registration number if applicable Details of goods or service provided Quantity and value of goods or services provided Breakdown of VAT Total value of invoice</p> <p>Paid invoices should be marked clearly as 'PAID'</p> <p>Authorisation clearly shown and cheque drawn</p>
There is an initiating order for each invoice	Each invoice should be checked to the purchase order to ensure that the invoice details conform to the order.
All relevant records are updated to show that the invoice has been paid	The copy purchase order should be marked to show that the invoice has been passed and paid

Accounts and Audit

Styles House Limited is registered under the Industrial and Provident Society Act. Therefore, the TMO's accounts must abide by the requirements of the Financial Services Authority and all relevant legislation.

1 Annual Accounts

- 1.1 Within three months of the financial year-end, the Treasurer shall ensure that an income and expenditure account and a balance sheet are produced for the past financial year.
- 1.2 The accounts must be signed by the Chair, Secretary and Treasurer to indicate their satisfaction, and that they present a true statement of the affairs of the Association. The accounts must be presented to the TMO's annual general meeting.
- 1.3 A signed copy of the audited accounts must be sent to the Financial Services Authority within six months of the year-end. A signed copy of the audited accounts must be sent to the Council within six months of the year-end.
- 1.4 As a minimum, this shall contain the information set out in Annex A. It is required by the Management Agreement that a comparison is provided between the costs authorised by the TMO and the allowances, any liabilities are provided for, and that the reserve and surplus funds are shown.
- 1.5 When preparing the accounts and annual return, consideration must be given to Statements of Auditing Standards. Attention is also drawn to Auditing Standards and Guidelines with particular reference to the Auditor's Operational Standard and to the Guidelines headed 'Accounting Systems' and 'Internal Controls'. Negative values shall be shown in brackets.
- 1.6 Accounting information should be in such detail as to provide the requisite level of analysis and, as a minimum, the annual accounts must include income and expenditure for those headings listed at the end of Schedule Two of this chapter (Financial Procedures), which is required for quarterly reports to the Management Committee.
- 1.7 The annual accounts or their notes shall contain a statement of the accounting policies. The accounts shall be prepared on an accruals basis using historic cost accounting conventions.

- 1.8 The annual accounts must include income, exclusive of VAT, comprising of allowances, insurance repair work, rechargeable work and other fees
- 1.9 Any amount charged to revenue to provide for renewal of fixed assets shall be separately shown, even if it is also shown under depreciation. The amount charged shall be clearly reconciled to the balance sheet amount for depreciation
- 1.10 Fixed assets will be depreciated over their useful lives. Depreciation shall be charged on the following basis:
- Office equipment(computer equipment) - at cost less 33.3% each year (computer equipment)
 - Office equipment (furniture etc)- at cost less 25% each year
 - Tools and other machinery - at cost less 25% each year
 - Vehicles - at cost less 20% each year
 - Items costing less than £200 need not be depreciated.
- 1.11 Stores will be valued at the lower of cost or net realisable value. Stores will be used on a first in first out basis. (Note that this is for the purposes of accounting only)
- 1.12 Any material transactions which are not of a sort normally undertaken by the Association or otherwise of an exceptional or non-recurrent nature
- 1.13 Any material change in accounting policy
- 1.14 Any special circumstances which affect liability in respect of taxation of profits, income or capital gains for the financial year or succeeding financial years.
- 1.15 The basis for computing the corporation tax charge in the accounts.
- 1.16 Staff costs shall include:
- Salaries
 - Wages
 - Accrued holiday pay
 - Redundancy pay
 - National insurance contributions
 - Ordinary superannuating contributions
 - Industrial training levy
- 1.17 Payments to committee members shall include any payments paid to or receivable by any committee member either in cash or in kind. This includes expenses paid by way of an allowance, but not those which meet the actual cost incurred. This includes payment made for loss of office and pensions.

- 1.18 Any material contingent liabilities not provided for must be estimated and an outline of the circumstances given.
- 1.19 Liabilities which are secured on the TMO's assets shall be separately stated.
- 1.20 The aggregate amount set aside for capital works contracted but not provided and the amount that the Management Committee has authorised.
- 1.21 Investments held at the year end, including the name of the investment company, the type of the investment, and the amount.
- 1.22 Any other financially significant matters.

1.2 Abbreviated annual report

Each year a summary of the annual report must be sent out to all tenants. The contents of this is at the discretion of the Management Committee, but must contain the total of expenditure during the year, the surplus or deficit for the year, the total reserves held and a statement that the detailed account are available on request.

2 Audit

- 2.1.1 The relevant statutory provisions are contained in the Industrial Provident Societies Act 1965, section 39(1) (a) and the Friendly and Industrial Societies Act 1968, sections 9 and 11.
- 2.1.2 The auditors shall be appointed annually by the members. In the case of any auditor qualified under Section 7 of the 1968 Act, then the provisions of Sections 5 and 6 apply to the auditor's appointment or removal. The Management Committee is obliged every four years to obtain quotations for the work and assess the level of service provided. It is at the Management Committee's discretion to recommend to the members that the contract with the existing auditors should be extended. The Society shall comply with Sections 4 and 8 of the Friendly and Industrial and Provident Societies Act 1968.
- 2.1.3 The name of the auditor shall be available to members from the minutes of the meetings.
- 2.1.4 The auditor shall be invited to all General Meetings and shall be given access to the books and accounts and all other information that s/he might reasonably require.
- 2.1.5 The audit report must be framed with regard to approved auditing standards and must be signed. It must state that it is in accordance

with Section 9 of the Friendly and Industrial and Provident Societies Act 1968.

- 2.1.6 The Treasurer is responsible for ensuring that the accounts and audit report are available in time for the TMO Secretary to submit them to the Financial Services Authority with the annual return.
- 2.1.7 An abridged version of the accounts and audit opinion must be sent to all members. A full set shall be available from the registered office on request to members. The contents of the auditor's management letter must be made available to all members of the Management Committee. In the first instance, it shall be sent by the auditors to the Chair of the Management Committee. Within one month a copy must be sent to the Council.

2.2 Other Matters

Under the various laws:

- The books of accounts must be kept in line with statutory requirements.
- The records to support individual accounting transactions must be kept for seven years.
- Records to prove that controls were applied over the affairs of the Association must be kept until the audit opinion has been signed for the year to which they relate.

3 Provision of Information

- 3.1 The TMO and the Council will provide timely financial information to enable the other party to carry out its responsibilities under the Agreement. This will include:
- Accounting information set out in such a way as to enable accurate service charge billing and collection for leaseholders (and tenants service charges where relevant) laid out in a format that is compatible with the Requirements of the Schedule to Chapter 4 of the Management Agreement.
 - Budget forecast before the beginning of each financial year.
 - Audited accounts within 6 months of the end of each financial year.
 - Quarterly revenue statements within 6 weeks of the end of each quarter.
 - Quarterly rent collection reports within one month of the end of each quarter.
- 3.2 The Council will provide the TMO with an estimate of the management and maintenance allowances for the forthcoming financial year at least 6 weeks prior to the start of the financial year to enable the TMO to compile its budget. If there is any proposed significant change, the Council will consult with the TMO as soon as is practically possible and give due consideration to phasing over a period of years any significant

decreases in the allowances which are likely to have an impact on the provision of services by the TMO.

4 Reserve Fund

- 4.1 The TMO has a Reserve Fund to enable it to exercise its Management Functions under this Agreement through meeting the following potential liabilities:
- Anticipated costs in future years resulting from under-spending on repairs and services.
 - Known commitments for future work instead of or in addition to a major Works account.
 - Contingency against costs arising from unforeseen circumstances.
- 4.2 The TMO's auditor will certify that any amount put into the Reserve Fund is an adequate amount to put aside. The Reserve Fund will be shown on the TMO's balance sheet at the end of each financial year.
- 4.3 If a credit balance remains in the Reserve Fund when this Agreement ends, the balance will be paid over to the Council.

5 Surplus Fund

- 5.1 If the Annual Accounts show a surplus of assets over liabilities, the balance will be transferred either to the Reserve Fund or the Surplus Fund. The normal practice should be for the balance to be transferred to the Reserve Fund unless a sound business case has been made for transferring to the Surplus Fund.
- 5.2 The TMO will report on the Surplus Fund at the Annual general meeting and the Surplus Fund will be shown on the TMO's balance sheet.
- 5.3 The Surplus Fund can be used for any purpose permitted by the TMO's Constitution, including the production of accounts. Any balance in the Surplus Fund will be carried forward from one year to the next.
- 5.4 The TMO will consult on the use of its Surplus Fund with all of its membership either through a General Meeting or at the AGM or through a survey or such other method it deems appropriate.
- 5.5 The Surplus Fund should be incorporated into the TMO's Business Plan and used to enable the TMO to improve services, strengthen capacity and promote resident involvement.
- 5.6 If a Surplus Fund balance remains when this Agreement ends, the Fund will be used at the direction of the TMO within 12 months of the ending of this Agreement and the TMO will inform the Council of its decision.

- 5.7 If the TMO is wound up or dissolved, any balance in the Surplus Fund remaining after the satisfaction of all the TMO's debts and liabilities will be disposed of in accordance with the TMO's Constitution.

6 Restriction on Investments

- 6.1 The TMO shall not, without prior consent of the Council, invest surplus cash balances in any form of investment other than a secure short-term deposit account. Any money so invested shall be capable of being withdrawn by the TMO giving not more than 3 months notice.

7 Timetable

Month	Action
Dec	Information for calculating allowances to be provided by the Council.
Dec	Draft budget prepared.
Jan	Draft budget agreed by Management Committee.
Jan	Budget of expenses which will be recharged to leaseholders to be submitted to the Council.
31 March	Financial Year End
1st April	Abbreviated budget and highlights presented to members with statement that full details are available on request.
1st April	Budget submitted to Council.
Monthly	Treasurer to report balances held at bank and deposits to Management Committee.
Monthly	Treasurer to ensure that books of accounts are written up and that cash book is reconciled to the bank statement.
Quarterly + 1 month	Treasurer to report to Management Committee on budget performance as described in Appendix 2.
Quarterly + 6 week	Quarterly revenue report and performance indicators to be submitted to the Council.
May	Draft accounts to be available.
May	Accounts to be signed by Chair, Secretary and Treasurer.
June	Financial performance indicators to be published and sent to Secretary of State, the Council, every tenant and

every leaseholder.

June Accounts to be audited.

July Information for Actual Service charges to be provided to the Council

30 June Accounts, audit report, statistical return and annual return sent to FSA.

Month	Action
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Sept	Accounts, annual report, audit report and management letter to be submitted to the Council.
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Sept	Abbreviated annual report to be sent to residents with statement that full report is available on request.
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Sept	Review of performance indicators with the Council.
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Sept	Hold AGM (28 days prior to this agenda to be sent to all members). AGM to include report of Review Meeting
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5 years	Council shall review the TMO's standards of financial control and financial viability.
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8.7.1

NB All tasks must be done by the end of the month shown and can be done in earlier months.

Accounting Information

1 Income and Expenditure

Income

- Local Authority allowances or contributions (See Note 2)
- Share sales
- Income from residents
- Investment Income
- Donations
- Other Income

Expenditure

- Repairs and Maintenance & Cleaning Expenses
- Management Expenses
- Interest on loans and overdrafts
- Other Expenditure

Surplus (deficit) for year

- Movements to and from reserves

2 Balance Sheet

Fixed Assets

- Equipment fixtures and fittings
- Office furniture and equipment
- Vehicles

Current Assets

- Investments
- Allowances owed
- Other Debtors
- Cash at bank and in hand
- Other current assets

Less Current Liabilities

- Bank loans and overdrafts
- Other short term loans
- Sundry Creditors
- Other current liabilities

Net Current Assets

Represented By

- Share Capital
- Major works fund
- Reserve fund
- Surplus fund

3 Notes to the Accounts

Note 1 The accounting policies.

Note 2 The sources of income shall separately identify:-

- General management
 - Lessee only services
 - Tenant only services
 - Services to all residents
- Special services
- Repairs & maintenance
 - Day-to-day/general R&M (including internal decs)
 - Cyclical repairs (including external decs & structural repairs)
- Rents, rates, taxes & other charges
 - Lease rentals
 - Council tax on vacant property
 - Rates/water rates on non-HRA dwellings
- Committee & communications
- Other non-financial income (e.g.; recharged work)
- Other Income (e.g.; interest received)
- Total as in the accounts

Note 3 The management expenses shall separately identify:-

Repairs:

- Employee Costs
- Materials
- Contractors
- Other Costs

Cleaning, caretaking, and green services:

- Employee Costs
- Materials
- Contractors
- Other Costs

Administration:

- Employee Costs
- Rent
- Emoluments of Committee Members
- Remuneration of Auditors
- Depreciation (see also Note 5)
- Other

Total (reconciling to the figure in the accounts)

Note 4 Fixed assets. These are to be shown by categories of type of asset, that is: office equipment, cleaning equipment, tools for repairs, vehicles etc.

- Value at cost at start of year.
- Purchases individually listed if costing more than 1% of annual allowance less disposals during year,
- Purchases individually listed if costing more than 1% of annual allowance.
- Cost values at end of year.

- Depreciation at start of year.
- Provision during year less adjustment for disposals.
- Total depreciation at end of year.
- Book amount at end of year per balance sheet.

Note 5 Loans are to be broken down as follows:

- Secured long term loans
- Unsecured long term loans
- Loans made by shareholders
- Bank and other loans and overdrafts

For each material loan indicate the dates or periods of repayment of loans and the method of repayment e.g.: whether by annual or other periodic instalments or upon maturity.

Note 6 Analysis of investments.

Name of investment, maturity in periods of three months and market value if different.

Note 7 Financial or other fees and advantages of committee members (emoluments).

- For services as committee members
- For other services

Note 8 Financial or other fees and advantages of employees (emoluments).

The number of employees with several financial or other fees and advantages, excluding pension scheme contributions, in bands or £5000 multiples.

Note 9 Members and share capital.

Number of members and paid up share capital:-

- At the beginning of the year
- Admitted during the year
- Membership ceasing during the year
- At the end of the year

Note 10 Movements in reserves. For each type of reserve or surplus fund, excluding depreciation:-

- Surplus or deficits for prior years
- Transfers to or from current years
- Costs met out of fund (items costing over 1% of the annual allowance to be separately itemised).
- Surplus or (deficit) carried forward

Note 12 Details of Management Committee members and Officers during the year:-

- Names and office of officers during the year
- Name and address of auditors
- Name and address of the TMO's bankers
- Names of committee members and their period of office during the year.

Introductory Meetings for Housing Applicants (Prospective Secure and Introductory Tenants Only)

- 1 The TMO will supply LB Southwark's allocations team (Housing Options) with a stock of introductory letters/leaflets explaining the TMO and its role, which are to be made available for those applying (or wishing to apply) for a tenancy on the estate.
- 2 In accordance with Southwark's Choice Based Lettings procedure, Housing Options will draw up a list of applicants for vacant property on the estate and shortlist those who will be invited to view the property and meet representatives of the TMO.
- 3 Within 24 hours of the short listing decision, the Council will inform the TMO of the names and contact details of shortlisted applicants and inform applicants that they will be contacted shortly by the TMO to arrange a viewing/interview. The Council will inform applicants that attending the viewing/interview is a requirement of their application.
- 4 Within 2 days of receiving the list and details of shortlisted applicants, the TMO will contact the shortlisted applicants inviting them to view the property and meet representatives of the TMO. The applicants will also be given further information about the TMO and its role.
- 5 The TMO will notify Housing Options of the times and dates of the scheduled viewings/interviews and invite a representative to attend in order to ensure full compliance with the Council's lettings and equal opportunities policies and procedures.
- 6 Normal practice will be for applicants to view the property before attending an interview with representatives of the TMO. The interview will provide the opportunity for:
 - Applicants to ask questions about the property and the TMO.
 - Applicants to be informed about the TMO's role in the Council's lettings procedure and its role on the estate.
 - Encouraging the participation of the successful applicant in the life of the TMO.
- 7 In accordance with LB Southwark's Lettings Policy, an applicant who fails to attend the viewing/interview will no longer be considered for the property.

Selection of Tenants – Policy and Procedure (Prospective Secure and Introductory Tenants only)

1 Choice Based Lettings

- 1.1 LB Southwark operates a Choice Based Lettings system
- 1.2 The Council is responsible for maintaining the Housing Register and managing the Choice Based Lettings system including:
- Advertising available properties and selection criteria.
 - Providing feedback to bidders.
 - Ensuring information published about properties is accurate.
 - Providing neighbourhood information.
 - Publishing the lettings results.
 - Meeting the needs of applicants and potential applicants from vulnerable groups.
 - Providing advice and support to customers on using the Choice Based Lettings system.
- 1.3 The Council advertises vacant property on the estate and produces a shortlist of applicants for the property. The TMO will select the applicants to whom the property is offered in accordance with LB Southwark's Lettings Policy.
- 1.4 Applicants for council housing are required to register on the Council's Housing Register. Applicants are assessed according to criteria outlined in the Council's Lettings Policy and assigned into one of four priority bands.
- 1.5 When a property is advertised, applicants will be shortlisted according to highest priority and date registered on the Housing Register.
- 1.6 When a property becomes vacant on the estate and the void property has a ready to let date, the TMO will fax, post or email the property details to the Housing Options team.

2 Selection Procedure

- 2.1 Within 5 working days the Housing Options team will draw up a shortlist of applicants for the property (normally 3) and will write to each applicant;
- Informing them that they have been shortlisted and their position on the shortlist
 - Enclosing details of the property and further information about the TMO (including contact details)
 - Telling them that they will shortly be contacted by the TMO to arrange a time to view the property and for an interview with representatives of the TMO.
- 2.2 In accordance with the Council's Lettings Policy, applicants will be informed that failure to view to the property will result in their application being withdrawn.

- 2.3 Within 2 working days of receiving the shortlist of applicants, the TMO will write to the applicants with details of when they can view the property, the interview with representatives of the TMO, and provide further information about the TMO and its role on the estate.
- 2.4 The TMO will give Housing Options at least 5 working days notice of the viewing/interview times in order to enable attendance by a representative of the Housing Options team. The TMO will also inform the Tenant Management Team, a representative of which may attend the interviews with prospective tenants.
- 2.5 The viewing of the property and interview of the applicants will be carried out in accordance with the TMO's and the Council's Equal Opportunities and Confidentiality policies.
- 2.6 Only representatives of the TMO (committee members or staff) who have undergone relevant training may interview prospective tenants.
- 2.7 The Council will make available to the TMO all information about applicants for the property which Council allocation officers would have access to. Willingness to participate in the life and work of the TMO may be a factor that the TMO takes into account in selecting a tenant for a vacant property.
- 2.8 Within 2 working days of the final interview for the property, the TMO will inform Housing Options before offering the tenancy to an applicant, who will normally be the applicant with the highest priority. In the event of the TMO wishing to offer the tenancy to an applicant who does not have the highest priority, the TMO will provide a detailed explanation of its preference to the Housing Options team.
- 2.9 The TMO will select the applicant to whom the property is offered within 5 working days of the final viewing/interview. The TMO will write to the applicant to inform them they will be offered the property.
- 2.10 The Council will write to unsuccessful applicants informing them that they have not been offered the property and informing them of their right to appeal against this decision.
- 2.11 The Council may overrule the decision of the TMO in exceptional circumstances, for example;
- The Council believes the TMO has made an incorrect decision on the basis of agreed criteria.
 - The TMO has unreasonably failed to make its selection within the agreed timetable.
 - the property is required for a person(s) in urgent housing need.
 - New information arises in respect of the housing circumstances of the selected applicant.

In such a case, the Council will provide a detailed explanation of its decision to the TMO within 2 working days of it being made.

- 2.12 Prior to granting a tenancy, the TMO will provide the selected applicant with details of the:
- Property

- Lettable minimum standard
- Tenancy agreement
- Sign-up procedure

and offer them opportunity to become a member of the TMO. The TMO will also ensure that outstanding repairs issues are addressed.

3 Monitoring

- 3.1 The TMO will keep the written records of interviews and all correspondence/notes of communications with applicants and Housing Options regarding the letting for at least one year after the interview date. The TMO will make these documents available to the Council on request.
- 3.2 A representative of the Council's Housing Options Team will normally attend interviews with prospective tenants. When this is not possible, the TMO will send a report to the Housing Options Team within 2 working days of the final interview confirming the procedure followed and the reason for selecting the applicant to whom the property is to be offered.
- 3.3 Each year the TMO will produce a report on its lettings over the previous 12 months. The report will include information about:
 - The number of lettings.
 - The number of applicants who bid for each property.
 - Identify the instance and reasons when a property was not offered to the applicant with the highest priority.
 - How many new tenants have become members of the TMO.
 - Equal opportunities data on 1) applicant interviewed 2) applicants offered a tenancy.
 - Achievement of timescales required by this schedule.
 - Number of exceptional cases.

This report will be discussed by the Management Committee and a copy sent to the Tenant Management Team.

4 Termination

- 4.1 If, on the basis of reports and monitoring, the Council is satisfied that the TMO is not selecting tenants in a fair and proper manner, the Council may write to the TMO outlining its concerns and warning that the TMO's rights under Chapter 6 Clause 3 Option C of this Agreement may be terminated.
- 4.2 The TMO will respond to the Council within 10 working days, either challenging the Council's opinion or proposing a strategy for rectifying faults in its practice.
- 4.3 An Action Plan for remedying problems in the selection of tenants will be agreed between the TMO, Housing Options and the Tenant Management Support Team. The action plan may include:
 - More training for TMO committee members and staff.
 - Improved procedures to be followed.
 - A timetable for instituting improvements and to review of progress.

- 4.4 The Council may terminate the operation of Chapter 6 Clause 3 option C (reverting to either Option A or B) and vary this Management Agreement under Chapter 1 Clause 18.

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Introductory Tenancies

1 Information to Those with an Introductory Tenancy

- 1.1 All new tenants will be given the Council's Introductory Tenancy Agreement which sets out the tenant's rights, obligations and the date at which a secure tenancy will be granted, assuming the period of the Introductory Tenancy is successfully completed. It also includes the tenant's right to an internal review of a decision to take possession.
- 1.2 When offering a property to a new tenant, the TMO will inform the tenant that they will be issued with an Introductory Tenancy.
- 1.3 At sign-up, the TMO will explain in detail to the tenant:
 - His/her obligations and responsibilities in accordance with the Introductory Tenancy Agreement.
 - What conditions will need to be satisfied for it to be converted into a Secure Tenancy.
 - The reasons why and the procedures by which the tenant may be deprived of the tenancy.
 - The tenant's right to an internal review of a decision to take possession.
- 1.4 The TMO will also provide all new tenants with a leaflet briefly outlining the meaning of the Introductory Tenancy, the tenant's rights and duties.
- 1.5 Throughout the period of the Introductory Tenancy, the TMO will provide advice and information to tenants regarding the meaning and status of their tenancy on request.

2 Procedure if there is a Breach of Conditions of Tenancy

- 2.1 Taking action to end an Introductory Tenancy is a serious step. The Estate Manager will ensure that evidence is gathered in a thorough and fair manner that eliminates any opportunity for bias or error. Evidence at times may not be subject to the same scrutiny as that under criminal law, but there needs to be the same regard to the rules for presenting the evidence available.
- 2.2 The Estate Manager is responsible for ensuring that procedures taken in respect of a complaint against a tenant with an Introductory Tenancy are followed and that actions taken are properly recorded.
- 2.3 Note that consideration may be given to extending the Introductory Tenancy by six months. Conditions set out in legislation must be satisfied for the Introductory Tenancy to be extended.
- 2.4 Investigation and Action Plan**
 - 2.4.1 In accordance with the Introductory Tenancy Agreement, an Introductory Tenancy can be ended if the tenant:

- Does not pay the rent on time.
 - Causes or allows others to cause a nuisance.
 - Uses the property for illegal or immoral purposes.
 - Damages shared parts of the estate.
- 2.4.2 The TMO can initiate an investigation into a breach of the tenancy agreement which may result in a Possession Order following a complaint from:
- A resident
 - A member of TMO staff
 - Any other person
- 2.4.3 Following receipt of a complaint, the TMO will write to the tenant informing the tenant that:
- A complaint has been made
 - A possession order may be sought,
 - The TMO intends to investigate the complaint
 - The tenant should contact the office and arrange a meeting with TMO staff to discuss the complaint
- 2.4.4 The initial meeting should normally be conducted in the tenant's home. Prior to the meeting, the TMO will check the Aggressive Persons Register and make appropriate arrangements for meeting the tenant.
- 2.4.5 Where there is a joint tenancy, the TMO will write to both tenants and will seek to meet with both tenants.
- 2.4.6 In respect of a complaint about a vulnerable resident, prior to the initial meeting the TMO should contact any agency providing care or support, speak to the resident's Key Worker and discuss the complaints received.
- 2.4.7 Whenever possible, prior to the meeting the TMO may carry out the following checks:
- Aggressive Persons Register
 - Homeless Persons Unit file (if tenant originally applied to Council as homeless)
 - Tenancy file for details of vulnerability, statutory or voluntary agency support, disability or medical or mental health problems, communication needs
 - Request that the Liaison Officer checks the Council's computer system for details of any legal action already taken for rent arrears
 - Refer to a Tenancy Support Officer
- 2.4.8 The TMO may investigate the complaint by:
- Contacting other residents in the vicinity
 - Contacting Estate Services
 - Contacting Southwark Emergency Control
 - Reviewing CCTV
 - Contacting other agencies (the Police, Fire brigade, Community Mental Health etc.)
 - Carrying out a survey of any damage (taking photographs etc.)

- 2.4.9 At the meeting, TMO staff will discuss the complaint and provide the tenant(s) with details of the complaints made and evidence gathered from the investigations carried out (including dates and times of incidents). TMO staff must ensure that the identity of any complainant is kept confidential. The tenant will be given the opportunity to respond to the complaint. Staff will inform the tenant(s) of the options available, including agreeing an Action Plan, and the process by which the tenancy may be ended (including the right to a review of a Termination Notice).
- 2.4.10 TMO staff may assist the tenant(s) to obtain legal, financial or other advice which may help address factors that have led to the complaint. All details of and undertakings from the meeting will be clearly recorded and placed in the tenant(s)' file.
- 2.4.11 The TMO may consider alternative action to breach of tenancy, including:
- Housing support
 - Agency support or treatment
 - Noise nuisance
 - ABC
 - Mediation,
 - Informal agreement
 - Injunction
 - ASBO
- 2.4.12 If an Action Plan is agreed, this will be put in writing and the tenant(s) asked to come to the TMO office where:
- The provisions of the Action Plan will be explained
 - He/she/they will be informed of the possible consequences of failure to adhere to the Action Plan
 - The tenant(s) will consent to and sign a copy of the Action Plan.
- 2.4.13 Following the meeting, the TMO will write to the complainant confirming the action taken.
- 2.4.14 Further complaints against the tenant(s) should be investigated in accordance with the procedure outlined above, and having regard to the need to act in a timely manner if an extension to the Introductory Tenancy period is being considered.

2.5 Introductory Tenancy Notice of Possession Proceedings (Termination Notice)

- 2.5.1 If, after investigating the further complaints and/or breach of the agreed Action Plan, the TMO is satisfied that possession proceedings should be initiated, staff should determine whether a Disability Discrimination Act (DDA) assessment is required. If required, the DDA Assessment should be completed prior to issuing a Notice of Termination.

- 2.5.2 The TMO will pass copies of all related documentation to the Area Housing Office, informing it of the commencement of possession proceedings.
- 2.5.3 The TMO will check for details of any legal action already taken for rent arrears against the resident complained about. If an Introductory Tenancy Notice of Possession has already been served, or there is a possession claim outstanding, the TMO will seek the advice of Southwark's Communities Law and Governance Department.
- 2.5.4 The TMO will draft an Introductory Tenancy Notice of Possession Proceedings (ITN / NoP). The date specified after which legal proceedings may be commenced must not be earlier than the date which the tenancy could be brought to an end by service of a NTQ. Therefore the ITN needs to specify a date at least 28 days ending on the date when the rent is due.. However, there can be difficulties in arranging review hearings within this period so the period of notice may be extended to 42 days To enable review hearings to be conducted within that period. The TMO will forward a copy of the draft Notice and covering letter to the Communities Law and Governance Department for checking/amendment and a copy will be sent to the Area Housing Team.
- 2.5.5 The file, checked ITN and covering letter, 'Right to Review Request Form', and 'Right to Review Guidance Notes' and 'Breach of Tenancy Authority to Commence Legal Proceedings' will then be passed to the Area Housing Manager or Deputy Area Housing Manager for signing on behalf of the Director of Environment and Housing.
- 2.5.6 The TMO will send a copy of ITN, standard letter, Right to Review request form and 'Authority for Legal Proceedings' form with a standard instruction form to the Communities Law and Governance Department informing of the intention to proceed to court. If the standard instruction form is incorrectly completed or information is missing, Legal Services will return the Instruction Form to the TMO with a memo explaining why. A response from Communities Law and Governance Department is likely to be expedited if it can be ascertained whether the tenant or household members have had an involvement with Social Services and this information should be included in the memo. The TMO should provide details of any known involvement held on the tenancy file. *Children and Family Services can be contacted on 020 7525 1925 (North of the Borough) or 020 7525 1049 (South of the Borough) , for Older or Disabled Services on the Call Centre, number 0845 600 1286 (Borough-wide).* The TMO should write to any other agency (for example the Mental Health Trust) that is providing care or support to the vulnerable resident requesting their comments.
- 2.5.7 The Area Housing Team will send a copy of the ITN to the Chief Management Officer with a copy of the Authority to Evict form, standard letter, 'Right to Review' request form and guidance notes as advanced warning. The Chief Management Officer is responsible for arranging the 'Introductory Tenancy Review Hearing', if one is requested.
- 2.5.8 The Area Housing Team will send the ITN to the TMO, which will serve the Notice, Right to Review Request Form, Guidance Notes and covering letter at

the resident's property by hand.

- 2.5.9 Once the Notice is served, the TMO will complete a certificate of service, attach it to the ITN and place it on the tenancy file immediately.
- 2.5.10 The TMO will confirm the date and method of service to the Area Housing Team within 24 hours of service. The Area Housing Team will then update the Council's computer records.
- 2.5.11 The TMO will write to the complainant confirming a notice has been served.
- 2.5.12 Both the Area Housing Team and the TMO should make a file note stating the date by which requests for a Review Hearing should be received (14 days from service of the ITN).

2.6 Review Hearing

- 2.6.1 Should a Review Hearing be requested within the correct time period, the TMO should ensure that the Area Housing Team has all relevant paperwork to allow them to instruct the Chief Management Officer. All relevant paperwork will include a completed Authority to Evict form and reports from Social Services or any other agencies providing support to the introductory tenant(s). If, after five working days, information requested from the Director of Social Services has not arrived, the Area Housing Team is to endorse the report to this effect, sign it and return it to the Chief Management Officer regardless.
- 2.6.2 The Chief Management Officer is responsible for arranging the Review Hearing and notifying the tenant. If the tenant requests a Review Hearing, the Chief Management Officer will notify the tenant of the arrangements for the hearing and the tenant's rights in respect of the conduct of the hearing.
- 2.6.3 The Chief Management Officer will check the availability of Officers to chair the Review Hearing (usually the Strategic Director of Housing) and sets the date for the Review Hearing. Hearings will normally be heard during working hours. At least five days notice will be given to the tenant(s) of the Review Hearing.
- 2.6.4 The Chief Management Officer prepares the Review Hearing papers (including the Authority to Evict Form and all other relevant papers). The Review Hearing documents are to be provided to the Area Housing Manager, Estate Manager, TMO and any witnesses (e.g. Estate Services Officers) together with a covering letter containing:
 - Details of the date, time and place of the Review Hearing,
 - The day upon which the decision will be made
 - By whom the decision will be made.
- 2.6.5 The Chief Management Officer will also send a copy of the Review Hearing Documents to the tenant with a covering letter containing details of the date, time and place of the Review Hearing, the day upon which the decision will be made and by whom. The Tenant will also be supplied with a large Stamped Return Envelope so that they can supply their own papers for the Review Hearing. The Letter, documentation, return envelope etc. will be delivered by

hand.

- 2.6.6 The Chief Management Officer will arrange for any interpreters and/or signer required to attend the Review Hearing.
- 2.6.7 If the tenant(s) supplies copies of their papers before the appeals hearing, the Chief Management Officer will supply copies to the Area Housing Manager, Estate Manager, TMO and any witnesses (e.g. Estate Services Officers), any other officers involved with the case, the Chair of the Panel and other panel members.
- 2.6.8 On the day of the Review Hearing the Chief Management Officer will arrange for those attending to be welcomed at reception and brought to the appropriate room. Precise notes are to be taken, both during the hearing and during the private decision making phase, by the Strategic Director of Housing's secretary. These notes will be "sufficient to withstand judicial scrutiny".
- 2.6.9 The Chair of the Review Hearing will advise the TMO of the appeal panel's decision in writing within one day of the appeal hearing. The file and papers are also to be sent back to the Area Housing Manager and the TMO.
- 2.6.10 The Area Housing Manager will then arrange for the Estate Manager to inform the tenant in writing of the outcome of the Review Hearing and the next step in the process i.e. either that possession proceedings will be issued or that the action is being stopped, with a warning that if further breaches occur action will be taken. This letter is to be delivered by hand.
- 2.6.11 The TMO will then inform
 - Social Services,
 - Ward Members
 - The complainant(s)of the outcome, as appropriate.

2.7 Possession Proceedings

- 2.7.1 Where the tenant has exercised their Right to Review (above) and the Review Panel has upheld the decision to commence legal proceedings for a possession order, the necessary authority will be deemed to have been provided by the Director of Environment and Housing to instruct the Council's nominated solicitor to initiate proceedings.
- 2.7.2 Where the tenant has not exercised their Right to Review within the 14 day statutory period, all the information will be passed to the Area Housing Manager who should sign the relevant box in section 4 of the Authority to Commence Legal Proceedings form. The information will then be forwarded to the Chief Management Officer who will make the final decision as to whether the proceedings should go ahead. Due to the tight timescales that are often involved, this should be done as a matter of urgency. If the Chief Management Officer is not available, the form may be signed by the Deputy or Assistant Director.

- 2.7.3 The TMO will complete a memo of instruction to the Director of Legal and Democratic Services. This will be sent together with copies of the relevant documents (Tenancy agreement, complaints, warning letters, rent account print out, ITN).
- 2.7.4 The TMO will write to the Area Housing Team confirming that possession proceedings have begun.
- 2.7.5 The TMO will write to the complainant confirming that possession proceedings have begun.
- 2.7.6 The TMO will write to the resident(s) complained of confirming possession proceedings have begun.
- 2.7.7 The TMO will write to Ward Members advising them that possession proceedings have begun against a resident of their Ward.
- 2.7.8 The TMO will email the Chief Management Officer that possession proceedings have begun. The Chief Management Officer will give consideration to publicising the action in the local press.
- 2.7.9 Witness statements will be drafted and sent to the TMO and the Area Housing Team. These must be read through very carefully (amended and returned if amendments required) signed and returned immediately.
- 2.7.10 Once the date of the court hearing has been received, the TMO and the Area Housing Team will make a note in their diaries of the court hearing and place a copy of the notification on file.
- 2.7.11 The TMO will write to the complainant and inform them of the date of the court hearing. The TMO will also arrange transport to and from the court, and contact the Court Manager to arrange a waiting room for them before the hearing (if required).
- 2.7.12 If required, the Area Housing Team will attend the possession hearing to give evidence. The TMO will ensure that its representative has right of audience at court.
- 2.7.13 The TMO must not attempt to take sole action for Possession Proceedings without LB Southwark as TMO Officers only have limited rights to represent LB Southwark in Possession Proceedings. Legal advice should be sought if in any doubt.
- 2.7.14 S.191 of the Legal Services Act 2007 has amended the County Court Act 1984 by inserting a new section 60A which now gives right of audience in certain county court proceedings and right to conduct litigation for TMO employees in certain cases provided the TMO obtains such written authorisation from the London Borough of Southwark. These include proceedings for demotion of tenancy, possession and injunctions on grounds of anti-social behaviour. These new rights however do not apply to rent arrears possession proceedings and proceedings against introductory tenants on grounds of anti-social behaviour.
- 2.7.15 The TMO will check the tenancy file and ensure there are copies of the following:

- The tenancy agreement;
- The tenancy conditions;
- The Notice of Possession Proceedings (with the signed certificate of service attached);
- A current rent account print out.
- The tenancy file should be taken to the court hearing.

2.7.16 The TMO will write to the complainant confirming the outcome of the possession application hearing.

2.7.17 The TMO and the Area Housing Team should make a diary note of the date on which the Possession Order comes into force.

2.8 Eviction

2.8.1 Unlike secure tenancies, there is no requirement to obtain the authority of the Director of Environment and Housing to evict Introductory Tenants. The authority to evict will have been obtained by reference to the Review Panel, or to the Chief Management Officer if the tenant did not exercise their Right to Review.

2.8.2 Once the Possession Order comes into force, the TMO will send a memo of instruction to the Director of Legal and Democratic Services to obtain an eviction warrant.

2.8.3 When an Eviction Date has been set, the TMO and the Area Housing Team will make a note in the diary of the eviction date and place a copy of the notification on file.

2.8.4 The TMO will contact the Area Housing Team to confirm the date for eviction. The TMO will enter the eviction date in the office diary and arrange for a locksmith and caging contractor to attend the eviction.

2.8.5 The TMO will write to the complainant confirming the date of the eviction.

2.8.6 The TMO will write to the resident(s) complained of confirming eviction date.

2.8.7 The TMO and the Area Housing Team will attend the eviction, make contact with the court bailiff on site, survey the property to ensure it is secure once the eviction is carried out and arrange any additional security measures required while on site.

3 Monitoring of Introductory Tenancies

3.1 The TMO will record all introductory tenants and will monitor the Introductory Tenancies in accordance with the Council's Introductory Tenancy procedure.

3.2 The TMO will immediately notify the Council of any matter which is likely to constitute a breach of the Introductory Tenancy, such as rent arrears, anti social behaviour, harassment, unlawful occupation, or any other matter that may have an implication for the continuation of the tenancy.

3.3 Each year the Estate Manager will prepare a report for the Management Committee identifying how many Introductory Tenancies were issued, how

many converted into secure tenancies and how many were terminated during the previous 12 months.

- 3.4 When possession proceedings are initiated against an Introductory Tenant, the Management Committee will be informed of the decision at its next meeting. The Management Committee will also be informed of any suspension of possession proceedings and completed evictions at the following committee meeting in line with the TMO's Code of Confidentiality
- 3.5 The TMO will monitor the household information of tenant(s) granted Introductory Tenancies as part of its monitoring of equal opportunities.

CHECKLIST WHEN SUBMITTING REQUEST FOR INTRODUCTORY TENANCY REVIEW

When submitting a request for an Intro Tenancy Review the following must be included

- A copy of Letter 4 (Appendix A), sent to the tenant signed and dated
- Copy of the original, signed and dated NTT letter (Appendix B) and
- Copy of the Tenants Request for Review completed and signed by the tenant (Appendix D)
- Completed AHO/SASBU Request for Review (Appendix E)
- Completed AHO / SASBU Report (Appendix H)
- Copy of the original Intro Tenancy Agreement
- The most recent Rent Account Statement
- Any diary notes pertaining to the tenancy

(Appendices refer to LB Southwark's Introductory Tenancies Policy and Procedures Manual)

Chapter 6

Tenancy Agreement Changes Procedure

Schedule 4

Applies to Secure and Introductory Tenancy Agreements Only

Variations to the terms of the tenancy may be initiated by the Council or the TMO

1 Tenant Consultation

These procedures include both non-statutory and statutory consultation on proposed changes in the tenancy agreement and will commence not less than 56 days after the service by either party of a Tenancy Variation Notice in line with Clause 6 of Chapter 6 of the Management Agreement

Prior to Service of Preliminary Notice of Variation:

1.1 If the variation is initiated by the TMO

1.1.1 Proposals and information:

If a variation is initiated by the TMO, the TMO shall write to all secure tenants explaining what change is proposed and why, having first received written consent to the proposal from the Council. This letter will include details about the consultation arrangements set out in this paragraph, how tenants can find further information, how they respond to the proposal and the deadline for submitting observations to the TMO.

1.1.2 Response from Tenants

Tenants responses should be made to the TMO within the period of consultation set out by the TMO and in line with Section 103 of the Housing Act 1985.

The TMO will also ask secure tenants if they have any objection to the TMO representing them during the consultation process. If a majority do not want the TMO to represent them during the consultation process under section 103 of the Housing Act 1985, the TMO will advise secure tenants that they may choose another body to represent them during that process.

1.1.3 Forums and decision making process

The TMO may also choose to consult residents by calling a meeting to which all secure tenants are invited to discuss the proposed variation. Notes of the meeting will be made and passed on to the Management Committee and included in the response of tenants sent to the Council

Following the closure of the consultation, the Management Committee will review the comments of tenants.

Note that this consultation procedure does not include statutory consultation carried out with tenants under section 105 of the Housing Act 1985 (consultation on matters of Housing management). This is dealt with under Chapter 7 Clause 15 of the Management Agreement.

1.2 If the variation is initiated by the Council

1.2.1 Proposals and information:

If a variation is initiated by the Council, the Council shall write to all secure tenants explaining what change is proposed and why. This letter will include details about the consultation arrangements set out in this paragraph, how tenants can find further

information, respond to the proposal and the deadline for submitting observations to the TMO.

1.2.2 Response from Tenants

Tenants responses should be made to the Council within the period of consultation set out by the Council and in line with Section 103 of the Housing Act 1985

1.2.3 Forums and decision making process

The Council may also choose to consult residents by calling a meeting to which all secure tenants are invited to discuss the proposed variation. Notes of the meeting will be made and passed on to the Management Committee and included in the response of tenants sent to the TMO

Following the closure of the consultation, Council will review the comments of tenants.

2 Service of Notices

2.1 Procedure prior to serving a Notice of Variation

If, after the closure of the consultation period, the TMO or the Council, whichever has initiated the variation, agrees to continue with the process of amending the Tenancy Agreement, the initiator of the variation will administer the variation by either:

- a) Obtaining secure tenants' written agreement to the variation (see Section 102 (1) of the Housing Act 1985); or
- b) Serving the Preliminary Notice of Variation. Before serving the Notice of Variation, the initiator shall:
 - a) Give reasoned consideration to comments made by secure tenants to the variation proposed in the Preliminary Notice of Variation; and
 - b) Give to the other party a written report on the comments made by secure tenants to the variation proposed in the Preliminary Notice of Variation and the initiator's reasoned response to the comments made.

If, having given reasoned consideration to the comments made by secure tenants to the variation proposed in the Preliminary Notice of Variation, the Initiator decides that the variation proposed needs to be amended, the initiator shall obtain the other party's written consent to the amended variation, which consent shall not be unreasonably withheld or delayed, before serving on secure tenants the Notice of Variation of the terms of their tenancy (see Section 103(4) of the Housing Act 1985).

If the proposed variation has been amended prior to serving the Notice of Variation, the initiator will write to all secure tenants outlining and explaining the amended proposal.

If the Tenancy Agreement is varied under this clause, the Tenancy Agreement in Annexe A of this Chapter shall be replaced with a copy of the Tenancy Agreement containing the variation. The date on which the change comes into effect shall be noted on the revised Tenancy Agreement.

2. 2 Content of a Preliminary Notice of Variation on tenants:

The information included in the Notice shall be

- the intention to serve a notice of variation
- specifying the proposed variation and its effect, and

- inviting the tenant to comment on the proposed variation within such time, specified in the notice, as the Council or the TMO considers reasonable

The notice will also provide details of the consultation arrangements described in paragraph 1 of this schedule

2.3) Content of a Notice of Variation on Tenants

The information included in the Notice shall be

- the variation effected by it, and
- The date on which it comes into effect a (minimum of 28 days from the date of service).

The notice will also provide details of the consultation arrangements described in paragraph 1 of this schedule

The information provided in the Preliminary Notice of Variation and the Notice of variation must, where applicable, comply with the provisions of sections 102 and 103 of the Housing Act 1985

Breach of tenancy agreement or term of lease Clause 7

This schedule is consistent with the Council's policies and procedures for dealing with breaches of tenancy.

1 Definition of Breach

- 1.1 Any breach of the Council's Tenancy Agreement or Lease Agreement will be deemed to constitute a breach of tenancy. This may include anti-social behaviour, harassment of any kind, unlawful occupancy or any other matter the Council deems to be a breach of tenancy.

2 Investigation of Allegations

- 2.1 The Estate Manager will investigate any allegations of a breach of tenancy as matter of urgency. Allegations of violent behaviour or harassment will be treated as a priority and investigated immediately.
- 2.2 Complainants will be asked to detail complaints in writing or during an interview at which notes will be taken.
- 2.3 The TMO Estate Manager will conduct any necessary interviews with alleged perpetrators, victims and witnesses. As much consideration as possible will be given to victims of an alleged breach of tenancy, such as home interview, telephone interview, working with a trusted community or other organisation, referral to Victim Support.
- 2.4 If it is believed that an interviewee may present violent or aggressive behaviour, the interview should be conducted by two members of staff. If necessary, the TMO Estate Manager may request advice or the attendance by Council officers.
- 2.5 When arranging interviews, TMO staff will inform interviewees of their right to be accompanied by a person of their choice and to have a translator/interpreter present if required.
- 2.6 Interviews and all other aspects of the investigation will be carried out in accordance with the TMO's confidentiality policies.
- 2.7 Whenever practicable, the TMO Estate Manager will endeavour to remedy the alleged breach through persuasion and voluntary agreement.
- 2.8 At all times during the investigation, TMO staff will keep accurate written records of contacts, statements and all other steps taken to investigate the breach of tenancy

- 2.9 Following the investigation, if the TMO Estate Manager concludes that no breach has occurred, the complainant will be notified of this decision

Determination that a Breach of Tenancy has been Committed

3 Rights of Persons where an allegation is made or a Notice served

3.1 Appeal

- 3.1.1 Before pursuing formal action, if the TMO Estate Manager concludes that a breach of tenancy has occurred, when notifying the perpetrator of this finding, he/she will provide information about how this decision can be appealed.
- 3.1.2 A tenant or leaseholder who has been deemed to have committed a tenancy breach has the right to appeal against this decision to a Panel made up of the TMO Estate Manager and two members of the Management Committee. A hearing must be requested in writing and the TMO must arrange for the hearing to take place and notify the tenant of the time and date of the hearing within 10 working days of an appeal being requested.
- 3.1.3 The appeal hearing will review the investigation and hear representations from the alleged perpetrator and others, and will determine whether or not the conclusion of the Estate Manager's investigation was correct.

3.2 Agreement

- 3.2.1 Following the investigation, if an agreement has been reached with the perpetrator to resolve the breach, this agreement must be notified to the perpetrator in writing and the complainant notified that an investigation has been conducted and undertakings made to remedy the breach.
- 3.2.2 Following thorough investigation of the complaint, which has concluded that a tenant or leaseholder has committed a breach of tenancy, and the TMO has been unable to secure an agreement to remedy the breach, the TMO may, on grounds other than Rent or Service Charge Arrears, serve written notice on the Council (a Notice of Tenancy Breach). The TMO will also write to the perpetrator and the complainant informing them that a Notice of Tenancy Breach has been served on the Council.

3.3 Notice of Tenancy Breach

- 3.3.1 The Notice of Tenancy Breach requests the Council:
- In the case of a tenant, to serve Notice to Quit or a Notice Seeking Possession.
 - In the case of a leaseholder, to serve notice of intention to commence forfeiture proceedings.

- In any case, to take such other action as the TMO considers appropriate.

3.3.2 The Notice of Tenancy Breach shall state:

- The name and address of the tenant, leaseholder, freeholder deemed to be in breach.
- The nature of the alleged breach.
- An account of the investigation carried out by the TMO, including notes or transcripts of interview conducted.
- The attempts the TMO has made to secure a voluntary remedy of the breach.
- The reasons why the TMO believes it is not reasonable to continue seeking to secure a voluntary remedy.

4 **Role of Council**

- 4.1 On receipt of the Notice of Tenancy Breach, the Council shall
 - Serve the notice or take the action requested by the TMO, or
 - Refuse the TMO's request.
- 4.2 If the Council accepts the TMO's request, it may take all reasonable steps to secure a voluntary remedy of the breach or proceed with the action sought by the TMO in the Tenancy Breach Notice.
- 4.3 In the case of a secure or introductory tenancy the appropriate action, including, if necessary, service of a Notice Seeking Possession, will be carried out by the Bermondsey Area Housing Office.
- 4.4 In the case of a leaseholder the appropriate action, including, if necessary service of a Section 146 Notice, will be carried out by the Home Ownership Unit.
- 4.5 If the Council refuses the TMO's request, the Council shall inform the TMO of the reason for this decision within 7 working days
- 4.6 If the Council refuses the TMO's request it shall indemnify the TMO against any reasonable extra costs the TMO may incur as a result of the alleged breach
- 4.7 The TMO will inform the complainant of the action taken by the Council

5 **Monitoring**

The TMO Estate Manager will record all cases of alleged breach of tenancy and action taken, and report quarterly to the Management Committee.

Anti-social Behaviour and Harassment Policy and Procedure

1 Applies to both Secure and Introductory Tenancies and to Lessees

The TMO's Anti-Social Behaviour and Harassment Policy and Procedure must be in accordance with the Council's Statement of Policies and Procedures on Anti-Social Behaviour and so adapted to take account of changes to the Council's Statement and policies.

2 Definition of Anti-Social Behaviour

2.1 The TMO considers anti-social behaviour (ASB) in accordance with standard legal definitions.

The Crime and Disorder Act 1998 defines anti-social behaviour as an act which - *'Causes or is likely to cause harassment, alarm or distress to one or more persons not in the same household' as the alleged perpetrator.*

2.2 The Housing Act 1996 describes anti-social behaviour as conduct which:

- Is capable of causing nuisance or annoyance to any person and
- Directly or indirectly relates to or effects the housing management functions of a relevant landlord or
- Consists of or involves using or threatening to use housing accommodation owned or managed by a relevant landlord for an unlawful purpose.

2.3 ASB includes, but is not limited to:

2.3.1 Misuse of housing or public space

- Drug/alcohol abuse
- Drug dealing
- Begging
- Prostitution
- Kerb crawling
- Criminal acts
- Abandoned vehicles
- Illegal parking/repair of vehicles
- Inappropriate vehicle use

2.3.2 Disregard for community or personal wellbeing

- Noise
- Rowdy behaviour
- Nuisance
- Hoax calls
- Pet related problems (e.g. fouling, noise)

2.3.3 Acts directed against people

- Intimidation or threatening behaviour
- Harassment, including on grounds of race, ethnicity, religion, gender, sexual orientation, disability or age
- Violent behaviour

2.3.4 Environmental damage

- Criminal damage and vandalism
- Graffiti
- Littering
- Fly-tipping
- Unauthorised storage and/or release of noxious substances

3 Procedure for Making a Complaint of ASB

- 3.1 All complaints may be made to the TMO Manager in person, by telephone or in writing (letter, fax or email). The Estate Manager will treat all cases with the utmost confidentiality. The TMO Manager may allocate the investigation of the alleged ASB to a suitably qualified member of staff.
- 3.2 TMO staff will endeavour to arrange a meeting with the complainant/victim. If any resident would prefer to have someone of their acquaintance in attendance, this will be facilitated. Where appropriate, access to an interpreter will be provided.
- 3.3 The TMO will support residents by offering advice on a range of services and agencies that may be able to help deal with ASB problems. Following a complaint, TMO staff will assist the victim to decide the most appropriate course of action.
- 3.4 When a resident has been assaulted, threatened, harassed or in any way put at risk, the TMO will advise contacting the police and will ensure that a meeting between the victim and TMO staff is arranged at the earliest opportunity

4 Procedure for Processing a Complaint of ASB

- 4.1 The allocated TMO officer will be responsible for investigating and processing the complaint, and requesting support for the victim from other agencies as appropriate.
- 4.2 Following receipt of a complaint, the TMO will arrange to interview the complainant.
- 4.3 In cases of alleged assault, threatening behaviour or any instance which puts a resident at risk, this interview will be conducted as soon as possible. For all other cases, the interview should take place within 10 working days.
- 4.4 In the course of the interview, the details of the complaint will be recorded by the TMO officer. The TMO officer will advise about procedure and options, discuss and agree an Action Plan that will set out what the complainant and the TMO will do. A date will be set for reviewing actions taken within 28 days.

- 4.5 The Action Plan will also set out responsibilities for obtaining evidence and referral to other agencies. The aim of the review is to ensure that complainants are kept informed of developments and are part of the resolution process.
- 4.6 In the case of racial harassment, TMO staff will comply with Southwark Council's procedures and reporting requirements. All actions, interviews, and statements will be thoroughly documented and recorded.
- 4.7 If the complainant is unhappy with the service they have received from the TMO, the TMO Manager will directly refer them to the Council's Liaison Officer who will investigate the action taken by the TMO and, if necessary, involve the Council's Area Team in reviewing the action taken.

5 Support for Complainants and Witnesses

- 5.1 TMO staff investigating a complaint will make every effort to prevent witnesses being identified. Interviews with victims and witnesses should take place at a location acceptable to them. However, unless there are a number of complainants, it is possible that the perpetrator may guess who made the complaint.
- 5.2 The TMO will offer and facilitate the use of interpreters/translators to assist complainants and witnesses as necessary.
- 5.3 Where the complainant has been a victim of crime, the TMO should assist contact with Southwark Victim Support, which offers a free and confidential support and listening service, visits complainants at home and advises on personal safety and security.
- 5.4 If the TMO officer assesses a resident to be at risk and urgent action is required, the case will be fast-tracked to Southwark's Anti-Social Behaviour Unit (SASBU).
- 5.5 Where necessary, a risk assessment of the home environment will be carried out and appropriate measures taken, such as the installation of alarms, locks, panic button etc.
- 5.6 If a case is referred to SASBU, Council staff will put the needs of the complainant and witnesses at the forefront of managing cases. The allocated officer will agree a package of support and will inform complainants and witnesses of the progress of the case at regular intervals.
- 5.7 If the case goes to court, either the TMO or SABU will ascertain whether witnesses are willing to give evidence personally, and will seek to make satisfactory arrangements, which may include the possibility of another person giving the complainant's/witness' evidence in court.
- 5.8 Where necessary, the TMO may organise visits or patrols by TMO staff of areas where ASB is occurring, or liaise with the Council to prove patrols by community support workers or wardens.
- 5.9 Some complaints may be deliberately mischievous or based on prejudice. The TMO will not make the assumption that the complainant is telling the truth

or that the alleged perpetrator is guilty without thorough investigation. The TMO accepts that both victim and alleged perpetrator have rights.

6 Procedures for Addressing Cases of ASB

- 6.1 The TMO will support residents by offering advice on the range of services that are available to deal with their particular problem, the choice of which is dependent on the severity of the ASB and may include:
- Mediation
 - Acceptable Behaviour Contracts;
 - Anti-Social Behaviour Orders;
 - Injunctions and exclusions orders under sections 153A, 153B, 153C or 153D of the 1996 Act
 - Injunctions under section 222 of the Local Government Act 1972;
 - Anti-Social Behaviour Injunction as provided for in the Anti-Social Behaviour Act 2003.
 - In connection with any of the injunctions above, applications for powers of arrest
 - Possession proceedings, whether against introductory or secure tenants or leaseholders
 - Demoted tenancies
 - Family Intervention Tenancies – Introduced in the Housing and Regeneration Act 2008
- and
- Any other legal action which could be taken with the support of the police or local authority, for example, Environmental Protection Act (1990) action or criminal prosecution.
- 6.2 Where intervention by the TMO or the Council is considered necessary, it will always occur at a level that is appropriate to the seriousness of the ASB, with the ability to escalate action to ensure the best support or protection to victims and witnesses while seeking to address the behaviour of the perpetrators.
- 6.3 As far as possible, the Council and the TMO will target intervention at actual perpetrators rather than at the tenants and leaseholders in whose home they live or visit. Set out below is a list of those actions that are most commonly used by the Council in its role as a landlord and which may involve the TMO as the Council's agent.
- 6.4 Appendix 6 of the Council's Statement of Policies and Procedures on Anti-Social Behaviour is a list of actions that can generally be taken to resolve ASB and details on these and other actions can be found at www.respect.gov.uk

7 Non-legal Options

7.1 Action by the TMO

- 7.1.1 An Action plan will be developed so that a complainant knows what action is to be taken and the timescales involved.
- 7.1.2 Investigations will be carried out and evidence gathered by contacting the alleged perpetrator(s), contacting the police or other agencies, where

appropriate, and contacting neighbours or other witnesses to establish the facts where others may be involved.

- 7.1.3 Various actions may be considered at this time, for example warning the alleged perpetrator or improving the security of the block or home.

7.2 Action by Southwark Council or an outside agency

- 7.2.1 The TMO may refer the case to a specialist agency where that is the most appropriate course of action, for example the Noise Team if the complaint is about noise or the police community safety unit if it is about a hate crime (domestic violence, racial harassment or homophobic violence).

- 7.2.2 In some cases, the perpetrator's behaviour may be affected by mental health or social problems. In these cases, the mental health team or the youth offending team should be involved to offer support to the perpetrator to change their behaviour. Where this is not successful, legal action can be considered.

7.3 Mediation/conciliation

This option has proved to be very successful in resolving low level ASB e.g. noise or neighbour disputes, and is recommended wherever practical. It is a free confidential service for neighbours in conflict. The service will work towards helping the two parties find a solution that is workable.

7.4 TMO may refer a case to Southwark's Anti-Social Behaviour Unit (SASBU)

This team includes officers from housing, the police and the youth offending team, who are responsible for tackling the perpetrators of anti-social behaviour by taking either informal or legal action, arranging victim support and organising evidence and information gathering operations.

SASBU may issue a warning letter informing a perpetrator of the effect of their behaviour and the action that could be taken to resolve the issue.

7.5 Problem solving groups

The TMO may initiate and participate in a problem solving group, where a perpetrator has a range of risk factors or a number of agencies are involved in resolving a complaint.

7.6 Acceptable behaviour contracts (ABCs)

The TMO may request the Council to seek to agree an acceptable behaviour contract with a perpetrator. This is a voluntary agreement between the perpetrator and the Council to change behaviour. This is used for low level ASB and is accompanied by support for the perpetrator or intervention from an appropriate agency e.g. youth offending team

8 Legal Options

The legal interventions available to the TMO and the Council are civil law orders and are derived from a range of legislation including Housing Act 1985 as amended by Housing Act 1996, Crime and Disorder Act 1998, Anti-Social Behaviour Act 2003 and the London Local Authorities Act 2004, the Environmental Protection Act 1990 and the Housing Act 2004. The use of legal interventions is incremental and only fast tracked where violence has been used or threatened.

8.1 Introductory Tenancies

Introductory tenancies were introduced in October 2003 and give the council the opportunity to terminate a tenancy within the first 12 months. It can be extended by a further 6 months in certain circumstances.

8.2 Fixed penalty notices

Penalty notices can be given for disorder, environmental crime, truancy and noise. These notices are the first stage of intervention and provide a speedy and effective option for dealing with low - level anti-social and nuisance offending. The issuing of these notices ensures that all forms of unacceptable behaviour can be challenged. The offender receives an immediate punishment which, if paid, does not result in a criminal record.

8.3 Legal action by departments other than housing

Environmental Protection Act 1990 for noise and other legal responses for environmental contraventions such as graffiti and fly-tipping.

8.4 Demotion orders

Demotion is the term used for imposing a reduction in a tenant's security of tenure as a response to anti-social behaviour. The TMO can agree with the Council that the TMO seeks a demoted tenancy for a tenant. The TMO can apply to a court for a demotion order that terminates the existing secure tenancy and replaces it with a demoted tenancy. A demotion order allows a landlord to take eviction proceedings within a period of twelve months, without having to establish grounds, if this is considered the most appropriate course of action. A demoted tenancy is similar to an introductory tenancy but makes the principles behind introductory tenancies available at any point in the life of the tenancy rather than just the first year.

8.5 Anti-social behaviour order

These are civil orders that exist to protect the public from behaviour that causes or is likely to cause harassment, alarm or distress. The orders are used to address a pattern of persistent and serious anti-social behaviour and are targeted against perpetrators of such behaviour. An order can be made against anyone aged ten years or more and contains conditions prohibiting the offender from specific anti-social acts and / or from entering defined areas and are effective for a minimum of two years. ASBOs are not restricted to housing tenure and can be made by a County Court and/or a Magistrates Court sitting in its civil capacity.

8.6 Injunctions

These are civil orders obtained from the County Court. An ASB injunction can be issued against the unlawful use of premises and an injunction against the breach of tenancy agreement. An injunction prohibits the person(s) concerned from engaging in the behaviour detailed in the injunction. Some injunctions can exclude the person from specified places or areas and a power of arrest can be attached to the injunction under certain circumstances. Breach of the conditions of an injunction can result in up to two years' imprisonment and/or an unlimited fine for contempt of court. Injunctions can be either final or interim. An Interim injunction is a temporary order which is made at a court hearing in advance of the full hearing. Final orders are usually time limited. An order will only contain such prohibitions as are proportionate to the behaviour it seeks to prevent.

8.7 Notice seeking possession

- 8.7.1 In accordance with the procedure outlined in Chapter 6 Schedule 5, the TMO can serve a Notice of Tenancy Breach and agree with the Council that the TMO will serve a Notice of Seeking Possession (NSP) on the perpetrator. This is the first stage of legal proceedings to evict a tenant from their home and can be used for a breach of the Tenancy Agreement. Following the service of the NSP, an Outright Possession Order (OPO) or a Postponed Possession Order (PPO) can be sought by the TMO if there is no improvement in behaviour. An order is not automatic and the judge will only grant an order for possession if it is reasonable to do so.
- 8.7.2 An OPO will only be made in the most serious cases. Where such an Order is made, a request for eviction may be sought. If the Court makes an Order that stops short of O.P., further applications will need to be made, as appropriate, if the ASB continues.
- 8.7.3 Some interventions may go wider than the TMO's housing management function, but the Council and the TMO may agree that the TMO has a role in assisting the Council in such cases. The Council and the TMO may also agree procedures for the TMO to monitor the use of different types of intervention, specifically the use of Demoted Tenancies.

9 Obligations of Tenants

- 9.1 Tenants obligations are set out in the conditions of tenancy. In summary, tenants are responsible for:
- Their own behaviour
 - The behaviour of any person who resides at the dwelling
 - The behaviour of any person who is a visitor at the dwelling
 - The behaviour of any pets belonging to a tenant, occupant or visitor.
- 9.2 The tenancy agreement requires that tenants, occupants and visitors must not do anything that:
- Causes nuisance, annoyance, offence, distress or alarm to others not in the same household
 - Damage to any property, fixtures or fittings belonging to the Council, tenants or their families.
- 9.3 Leaseholders' obligations are set out in the terms of the lease

10 Harassment Policy

- 10.1 Southwark condemns all incidents of harassment, whether perpetrated by its tenants, or any person residing at or visiting the property. Harassment is defined as a deliberate act which interferes with the peace and comfort of an individual's life and when the act has been committed against the individual because of his/her age, health, disability, sex, sexual orientation, religion, race or real or perceived HIV status.
- 10.2 In response to allegation of racial or other harassment, the TMO will:
- Adopt a victim centred approach – all complaints of harassment will be treated seriously.
 - The initial incident will be accepted as harassment if so defined by the victim, unless and until further investigations prove otherwise. This does not mean that the alleged perpetrator is immediately assumed to be guilty.

- Enforce the words of the tenancy agreement or lease which contains clauses prohibiting harassment.
- Ensure confidentiality for victims and empower victims by only taking action with the full knowledge, consent and involvement of the victim.
- Assist victims to make and pursue a complaint through provision of interpreters/translators as required and by informing them of their right to request the involvement of a third party to support or represent them.
- Ensure staff investigating incidents of harassment are given training and are aware of local agencies and services to support victims of harassment.
- Remove racist graffiti and carry out emergency repairs within 24 hours of an incident report.
- Use a multi-agency approach to stop the harassment and consider all possible legal remedies. Where appropriate, the TMO will take action against the perpetrator.
- Support victims and encourage them to stand up to harassment by staying in their own home.
- Provide staff with adequate training to ensure that they can assist complainants to use the 'assisted reporting' scheme.
- In re-letting a property where the former tenant was transferred because of racial harassment to someone of the same ethnic group, it will inform the prospective tenant of the history, the TMO's and the Council's strategy for dealing with the problem.
- Ensure that both alleged victim and perpetrator are informed of their right to appeal against any decision taken by the TMO in respect of the complaint.
- Maintain clear and accurate records of complaints and subsequent investigations, including statements, evidence, correspondence, agreements and decisions.
- Review the effectiveness of its harassment policy and procedures annually
- Co-operate with the Council and other agencies in joint monitoring arrangements as required.

11 Domestic Violence Policy

- 11.1 The definition of ASB would normally exclude domestic violence. However, the TMO is strongly committed to the protection of the well-being of residents and adopts the following policy for dealing with allegations of domestic violence on the estate
- 11.2 In accordance with Southwark Council policy, domestic violence is defined as a pattern of behaviour that is characterised by the exercise of control and the misuse of power by one person over another, within the context of an intimate/carer relationship. It can be manifested in a variety of ways, including but not restricted to, physical, sexual, emotional, and financial abuse, and the imposition of social isolation and is commonly a combination of them all.
- 11.3 The TMO's policy applies to anyone who might experience domestic violence e.g. men, women and children, including those in same sex relationships.
- 11.4 The primary objective of the policy is to ensure the safety and security of victims and their families through effective risk assessment and joint working

with other agencies, such as the police. Where possible, the aim of the policy is to offer victims housing choices. To achieve this:

- TMO officers will work with the police and other agencies to provide support and practical help to find effective solutions for victims and their families.
- Where perpetrators of domestic violence live in Council accommodation managed by the TMO, where possible, the TMO will initiate action to evict or exclude them from the premises.
- In accordance with the provision of Chapter 6 Schedule 5 of this agreement, action will be taken where there is a breach of the tenancy agreement. This states 'the tenant must not use or threaten to use violence against any other person lawfully entitled to reside in the dwelling house so that they may be or are prevented from continuing peaceably to live in the dwelling house'.
- The TMO or Council will undertake a risk assessment to determine the type of service needed by the victim and any family members and to assess the possible housing options for the victim including emergency accommodation and permanent rehousing, where this has been assessed as necessary.
- The TMO will facilitate victims to receive help from Southwark housing and partner agencies which provide support services to victims of domestic violence, such as advice, advocacy, security measures and referral to appropriate agencies listed in the hate crimes directory.
- Confidentiality of the victim will be respected as will their right to choose the most appropriate solution for themselves. However, there will be exceptional situations where the risk to the victim or members of their household may outweigh these considerations.

12 Information Exchange and Data Protection

12.1 The TMO's policy is in accordance with the Council's Guidelines for Sharing Information within the Safer Southwark Partnership and takes account of the provision of

Data Protection Act 1998

Human Rights Act 1998

Crime and Disorder Act 1998

TMO's Confidentiality Policy

Common law duty of confidentiality

12.2 The TMO recognises the value of information sharing for;

- Targeting perpetrators
- Supporting victims
- Identifying those at risk of and from crime and anti-social behaviour
- Improving the quality of service provision
- Supporting a problem solving approach to tackling crime and disorder
- Tackling anti-social behaviour

12.3 In order to conform with the law and to protect the rights of individuals, before sharing information with other agencies, the TMO will consider whether personal information is :

- adequate, relevant and not excessive;
- accurate;
and will be:
- processed lawfully and fairly;

- processed in a manner compatible with the purpose for which it was obtained;
- kept only as long as is necessary;
- processed in accordance with the rights of data subjects;
- kept secure;

The TMO will seek guidance from the Council in cases where there is uncertainty about the need or appropriateness of sharing of data sharing

13 Support for Perpetrators and Preventive Work

- 13.1 The TMO will support and promote Southwark Council's policy to prevent ASB by tackling offending and re-offending, reducing opportunity and targeting risk factors.
- 13.2 Safer Southwark Partnership, the local crime and disorder reduction Partnership, has developed an action plan for the prevention and early intervention of ASB, which includes:

13.2.1 Tackling offending through:

- Youth inclusion projects (YIPs)
- Structured interviewing of juveniles to establish ways for tackling behaviour
- The use of anti-social behaviour contracts. These contracts are drafted by SASBU and entered into voluntarily by perpetrators. They aim to challenge low-grade ASB at an early stage and are often used in combination with a tailored support package from the youth offending team
- Diversionary activities such as,
 - specific schemes and projects for 'at risk' young people
 - provision of after school and holiday clubs
 - employment training and work placements for at risk young people.

13.2.2 Reducing opportunities by:

- Reducing visible signs of neglect - enviro-crime
- Requesting uniformed warden patrols. These officers produce intelligence as part of their role and pass information to agencies such as SASBU, the police, and housing etc. They perform an eyes and ears function alerting agencies to problems, hazards and ASB
- Requesting early intervention, education and improved support to young people, children and families
- Providing support for victims and vulnerable people in respect of nuisance neighbours
- The refurbishment and regeneration of dwellings that take into account the principles of 'secure by design' as required by planning guidance and the Southwark Housing Design and Specification Guide.

13.2.3 Targeting risk factors by:

- Intervening as early as possible with young people and families at risk of offending
- Using improved intelligence and information sharing to focus activities
- Using floating support and tenancy support schemes
- Referring complainants to Southwark mediation services at an early stage in order to help people to come together to resolve their own disputes rather than imposing solutions upon the people concerned.

13.3 Rehabilitation of Perpetrators and Support for Vulnerable Groups

13.3.1 Two key policy drivers of the Safer Southwark Partnership's anti-social behaviour strategy relate to perpetrators; these are:

- Work with perpetrators using early intervention measures and diversionary programmes to help them change their own behaviours
- Ensuring that there is a balance of resources between victims and perpetrators to ensure that both receive the services they require.

13.3.2 To achieve these the TMO will:

- Share information to enable offenders to be targeted with diversionary activities and other services at an early stage to minimise the likelihood of further ASB being committed
- Support families to confront and acknowledge their behaviour and work in partnership with those families, the Council and other agencies to facilitate changes of lifestyle through programmes of support
- Help families to develop and maintain the necessary skills to enable them to sustain their tenancy
- Provide advice to residents so that services and support can be accessed by those most at risk of committing ASB caused by drug abuse, alcohol abuse, mental health or disability
- Involve a range of agencies in tackling perpetrators in a planned and integrated way.
- Actively persuade excluded people to engage with services
- Involve parents/guardians where ASB involves juvenile perpetrators and encourage them to engage with the youth offending team, probation, social services and education
- Support a multi-disciplinary and multi-agency approach in a planned and integrated way, based on partnerships, to provide a service for families whose health, welfare and development are at risk
- Use partnership and joint forums such as youth inclusion and support panels, ASBO problem solving case conference and SASBU case referral meetings
- Assist tenants who are having difficulty in maintaining their tenancies due to vulnerability by making a referral to social services.

14 Monitoring and Review Arrangements

All cases of anti social behaviour and alleged breaches of tenancy shall be recorded in a quarterly monitoring report detailing all action taken. This should be reported to the Management Committee, taking care to comply with the TMO's Confidentiality procedures, and to the Council on a formal basis.

15 Sharing Information with Tenants and the Wider Community

The TMO will take steps to publicise and reassure tenants and the wider community of action taken to tackle ASB, and to provide tenants with the information they need to report any breaches of injunctive measures which may have been served upon perpetrators. This may be through meetings, specially arranged talks from 'experts', and newsletters, posters and directly addressed letters.

16 **Services and Agencies Involved with Tackling Anti-Social Behaviour**

The table below sets out a telephone contact directory of agencies and services involved with tackling anti-social behaviour.

17 **Key Stakeholders in Tackling Anti-Social Behaviour in Southwark**

Southwark Strategic Partnership The SST is the overarching Strategic Partnership, comprising statutory agencies who work together to reduce crime and disorder in the borough, including anti-social behaviour. Agencies include: * Southwark Council * Southwark Police * British Transport Police * London Ambulance Service * London Fire Brigade * London Probation Area of the National Probation Area * Southwark Police Community Consultative Group * Southwark Primary Care Trust
Southwark Anti-Social Behaviour Unit P O Box 32703 London SE1 1WS Tel: 0207 232 7001 E-mail: sasbu@southwark.gov.uk SASBU is a multi-agency team that includes officers from Housing, the Police and the Youth offending Team (YOT). Cases can be referred to SASBU and they will take responsibility for: ✓ dealing with the person allegedly committing the offence ✓ taking legal action ✓ arranging victim support and ✓ organising systems for collecting evidence and information
Community Wardens Community wardens offer visible reassurance and work alongside police officers in the community and have close liaison with local people. Community wardens will be expanded to 105 in the new year. Tel: 0207 525 6000
SUPPORT AGENCIES
Victim Support Southwark Tel: 0207 378 8668 info@vssouthwark.org.uk 62 Borough High Street, London SE1 Victim Support provides support, information for witnesses attending court, advice on home security measures, advocacy.

<p>Police Community Safety Unit (CSU) Tel: 0207 232 6237 Walworth Police Station 12 – 28 Manor Place, SE17 CSU provides information, support, advice to victims of hate crime.</p>
<p>SkYVoC Tel: 0800 052 1221 Works with young people who may be victims of crime aged 8 – 16 or at risk of bullying, crime or intimidation. Free help line for young people (may be a charge if calling from a mobile).</p>
<p>Southwark Mediation Tel: 0207 708 4959 92 Camberwell Road, SE15</p>
<p>Bede Centre Abbeyfield Road, SE16 Opening hours Wednesdays 2 – 5 and Thursdays 10 – 1</p> <p>Offers practical support and counselling to victims of racial harassment and domestic violence. Contact the appropriate service at:</p> <p>Bede House Anti-Racist Project Tel: 0207 732 1107 hatecrimeproject@bedehouse.org Offers practical support and counselling to victims of racial incidents.</p> <p>Bede House Domestic Violence Project Tel: 0207 737 9162 : Womendev36@hotmail.com</p>
<p>Southwark Race & Equalities Council 36a Rye Lane, SE15 Tel : 0207 635 8882 Provides support to victims of racial discrimination.</p>
<p>Safe 91 Peckham High Street, SE15 A drop in service for crime related issues</p>
<p>Lesbian gay bi-sexual transgender help lines There are a number of agencies who provide a range of services to the LGBT (lesbian, gay, bi-sexual transgender) community.</p>

Residents' Disputes Policy and Procedure

Applies to both secure and introductory tenancies and lessees

1 Scope of the Policy

- 1.1 The Resident's Disputes Procedure is available to all lawful residents of the TMO who have a complaint about another resident of the TMO, which does not involve allegations of threats of violence, intimidation or abuse. In such cases, it would be more appropriate to use the Anti-Social Behaviour and Harassment Procedure (Schedule 6).
- 1.2 Residents are also entitled to use Southwark Council's procedures for addressing disputes between neighbours. However, residents are encouraged to seek to resolve disputes within the framework of the TMO.

2 Procedure for Making a Complaint

- 2.1 A resident can make a complaint in writing, in person, by telephone or by email to the TMO office. The complainant will be required to complete a Complaints Form. The Complaints form will set out the
 - Nature of the complaint
 - Details of the complainant
 - Details of the resident being complained about
- 2.2 The TMO will assist any resident in completing the Complaints Form, including arranging for translation/interpretation.
- 2.3 In the interests of fairness and accuracy, the TMO will also assist any resident responding to a complaint.

3 Procedure for Investigating and Deciding Complaints

- 3.1 Complaints will be investigated in a timely manner. The investigation of a complaint will be carried out by the TMO Estate Manager or be delegated to a suitably qualified member of staff, and may involve:
 - Interview with the complainant
 - Interview with the resident(s) about whom the complaint has been made
 - Interviews with witnesses
 - Obtaining evidence, such as photographs
 - Review of tenancy files
 - Liaising with Council officers or staff from other agencies
 - Any other reasonable steps necessary to be able a fair decision to be reached regarding the validity of the complaint
- 3.2 At the conclusion of the investigation, the TMO Estate Manager will decide on whether the complaint has been substantiated and what action should be taken. Wherever possible, the TMO shall endeavour to seek resolution of neighbour disputes through voluntary agreements or through mediation.

4 The Rights of Both Parties to the Complaint

- 4.1 The complaint will be dealt with in accordance with the TMO's Equal Opportunities and Confidentiality policies. Both parties to a complaint have rights in respect of confidentiality, representation, the right to be accompanied during an interview by a friend, witness or advocate, and the right to be supported by a translator or interpreter.
- 4.2 When interviewing the complainant and the resident(s) about whom a complaint has been made, TMO staff will clearly explain the procedure to be followed and the rights of the parties.
- 4.3 At the conclusion of the investigation, both parties to the complaint will be informed of the decision of the Estate Manager and of their right to appeal against the decision.

4.2 Appeals

- 4.2.1 If either party wishes to appeal against the Estate Manager's decision, this request should be submitted in writing to the TMO within 10 working days of the decision being notified and set out the grounds on which the appeal is being made.
- 4.2.2 The appeal will be heard by a Panel composed of three members of the Management Committee, which will consider the grounds submitted for appeal and will review the original investigation. Documents used in relation to this appeal will be prepared by the Estate Manager in accord with the Code of Confidentiality.
- 4.2.3 Both parties will be informed in writing of the decision of the Panel.
- 4.2.4 If either party to the complaint wishes to pursue the matter further, the TMO will direct them to the appropriate Council office.

5 Record Keeping and Monitoring Arrangements

- 5.1 For a minimum of two years, the TMO will keep detailed records relating to complaints, including
- Complaints forms
 - Interview recordings/transcripts/notes
 - Correspondence
 - Evidence sought and obtained
 - Agreements
 - Decisions
 - Referrals
 - Appeals
- 5.2 The Estate Manager will ensure that all complaints and investigations are reported quarterly to the Management Committee and the Council. Reports to the Management should conform to the TMO's Confidentiality policy.
- 5.3 Each year the Management Committee will review the Residents' Disputes Policy and Procedure.

Mutual Exchanges Policy and Procedure

Applies to Secure and Assured Tenants Only. Introductory Tenants are excluded

1. Responding to Requests for a Mutual Exchange

- 1.1 The TMO Estate Manager is responsible for dealing with all applications for mutual exchange.
- 1.2 In acknowledging receipt of an application, the TMO will inform the applicant of their rights, including that he/she/they will receive a written decision within 42 days which may outline the grounds on which the application has been refused and the right of the applicant to appeal to the Council and the County Court.
- 1.3 Where the landlord fails to reply to a request for Mutual Exchange within 42 days, consent for the exchange will be deemed to have been given; the tenant has the right by application to the County Court to compel the landlord to fulfil its statutory obligation. In these circumstances the landlord can still withhold the exchange until any rent arrears are cleared or any other tenancy breach is put right.
- 1.4 On receipt of an application for a Mutual Exchange the TMO will also notify the Council within 14 days, that an application has been made. The TMO will also provide the Council with relevant details of the application.
- 1.5 Within 28 days of receipt of an application, the TMO will notify the Council whether it proposes to accept or deny the application, and the reasons for its decision
- 1.6 If the Council does not agree with the TMOs decision it will notify the TMO within 7 days, giving its reasons, to enable the TMO to notify the applicants within the 42 day deadline. Should the Council fail to respond, the TMO will proceed to deal with the application in line with its decision.
- 1.7 **Legislation:**
The Housing Act 1985 Section 92 states that any tenant with a secure/assured tenancy can apply to mutually exchange their tenancy with another secure/assured tenant.
Consent for Mutual Exchange cannot be withheld except on one or more grounds set out in Schedule 3 of the Housing Act 1985.
- 1.8 **Who can mutually Exchange?**
Exchange can take place between the following:
 - A secure tenant from Southwark Council
 - A secure tenant from another Local Authority
 - An assured tenant from a Registered Social Landlord

2. Grounds for Refusal

Consent for a mutual exchange may be withheld for the following reasons:

Ground 1 – Possession Order Outstanding:

Either the tenant or the assignee has had an outright or suspended possession order against them.

Ground 2 – Possession Proceedings Outstanding or NSP in force.

the assignee, there has been a Notice Seeking Possession served, or a court order is in place against the tenant or the proposed assignee based on anti-social behaviour

Ground 3 – Under Occupation:

The accommodation afforded by the property is substantially larger (1 or more bedrooms) than required by the assignee.

Ground 4 – Suitability (too small)

The extent of the property is not reasonably suitable to the needs of the assignee and family, i.e. the accommodation is too small for the assignee.

Ground 5 – Non-housing accommodation or employment:

The property is let because of non-housing or employment purposes

Ground 6 – Conflicts with Charitable aims:

The landlord is a charity and the assignee's occupation would conflict with the objects of the charity

Ground 7 – accommodation designed for the disabled:

The property has design features for the physically disabled, and on assignment there would be no disabled person living there.

Ground 8 – Housing Association Accommodation for specific Circumstances:

A Housing Association or Housing Trust property provided for people whose circumstances make it difficult for them to satisfy the need for housing, and on assignment there would no longer be such a person living there.

Ground 9 – Accommodation designated for Special Needs Groups:

The property is let to a person(s) with special needs and a social service or special facility is provided in close proximity to the dwelling, and on assignment there would no longer be such a person living there.

Ground 10 – Management Agreement:

The property is subject to a management agreement under which the manager is a Housing Association of which at least half the members are tenants of properties subject to the agreement, at least half the tenants of the properties are members of the Association and the proposed assignee is not, and is not willing to become a member of the Association.

3. Grounds for Conditional Consent

Conditions may include the discharge of rent arrears and/or other outstanding breaches of tenancy obligation which must be remedied.

If, during the property inspection, any repairs are identified which are a result of a breach of the tenant's duty of care (and not fair wear and tear) consent may be given on condition that repairs are completed satisfactorily.

4. Notification Requirements

The TMO will notify the exchanging authority and the applicants of the decision within 42 days, and will at the same time provide a copy of the decision to the Council. If the TMO, acting on behalf of the London Borough of Southwark, should fail to notify the applicants of the decision within 42

days, and consent for the exchange is therefore deemed to have been given, the TMO must write to the Council with an explanation for its failure to respond.

In these circumstances the Council will consider what action is appropriate in the circumstances, and may request the TMO to hand back the future administration of this service whether through service of a breach notice or by agreement with the TMO

Examples of model letters and checklist templates can be found in the London Borough of Southwark Procedure Manual “Mutual Exchange Procedure” effective from 6th July 2009, a copy of which can be obtained from the Council’s Tenant Management Initiatives team.

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Voluntary Assignments Policy and Procedure

Applies to Secure and Introductory tenancies

1. Responding to requests for a voluntary assignment

- 1.2 If a tenant(s) approaches the TMO notifying it that they want to assign their tenancy, they must be referred to the Area Housing Office and advised that a Deed of Assignment is required.
- 1.3 The TMO must provide the Area Housing Office with any information requested to enable it to make a decision in response to the request to assign. Any such information should be provided within 10 working days of receipt of the request.
- 1.4 Where an Assignment has been approved or refused by the Area Housing Office the TMO must be informed as soon as is practicable, and preferably at the time that the tenant is advised by a letter of Confirmation or Rejection.
- 1.5 The assignment process will be carried out by the Area Housing Office, and, if appropriate, the Deed of Assignment forwarded to the TMO for attachment to the existing tenancy agreement.
- 1.6 Assignment is the legal transfer of a tenancy by the tenant to another person, via a Deed of Assignment. For the assignment to be valid there are a number of legal requirements that must be met.
- 1.7 Secure and introductory tenants can assign their tenancy to someone who is living with them and who would qualify to take over the tenancy if the tenant died, or by order of the court.
- 1.8 The TMO's policy and procedure is in accordance with that of Southwark Council last updated on 9th October 2009.

1.9 ***The Legality of Assignments***

The Housing Act 1985 Section 91 states that there are only 3 legal ways in which a tenancy can be assigned. These are:

- i) By transfer to a potential successor.
- ii) By Court on settlement of divorce, nullity or judicial separation
- iii) By Mutual Exchange (See Chapter 6 Schedule 8)

i) Assignment to a Potential Successor

Secure and Introductory tenants have the statutory right to assign a tenancy to a person who would be qualified to succeed on their death. The following list covers all the persons who would have a right to succeed:

- The tenant's married partner or civil partner
- The tenant's partner living as if they were a married couple or civil partner of the tenant, with proof of 12 months residency
- A qualifying member of the family with proof of at least 12 months residency.

For a person to qualify as a member of the family for the purposes of assignment, they must be one of the following:

- Parent or child
- Grand parent or grand child
- Brother or sister
- Uncle or aunt
- Nephew or niece
- Step relation or half relation

The above list is exhaustive and cannot be added to.

Proof of Identity and Residency:

The onus lies with the assignee to prove their identity and that they meet the principal home and/or the 12 month resident requirement.

ii) Assignment by Court Order:

This can take place as part of divorce, separation or dissolution proceedings under the following:

- Section 24 of the Matrimonial Causes Act 1973
- Section 17 (1) of the Matrimonial and Family Proceedings Act 1984
- Schedule 1 of the Children Act 1989
- Schedule 5 and Schedule 7 of the Civil Partnership Act 2004.
- Schedule 7 of the Family Law Act 1996.
- Or any other applicable official court order

Where the court does make an order of assignment of tenancy, the Council should receive clear instructions from the court or from solicitors acting in the case.

2. Grounds for Refusal:

2.1 Assignment must not take place where:

- The person the tenancy is being assigned to is not a Potential Successor as defined above.
- There is insufficient proof that the qualifying family member has lived with the tenant for at least 12 months.

2.2 An assignment cannot take place where the tenant has no further succession rights.

This occurs when: the tenant:

- Succeeded to the tenancy after 3rd October 1980
- Was a joint tenant and became a sole tenant (following the death of the other joint tenant).
- Had a tenancy assigned to them by a court order and the original tenant was a successor.
- Had the tenancy assigned to them by way of a Mutual Exchange, and had succeeded to their previous tenancy.

2.3 With regard to the above, the law only allows for one Succession. However Southwark Council policy allows for a maximum of two Successors to a tenancy, providing a second succession does not constitute a new tenancy, and no new rights to succession are created.

2.4 Rent Arrears

The Council cannot refuse an assignment due to rent arrears. Prior to approving the assignment, it should be strongly encouraged for the assignor to clear their rent arrears.

If upon assignment there are rent arrears, this will become a Former Tenants Arrear (FTA) issue. The Council's FTA team must be informed that the assignor is in rent arrears so that they can begin the recovery process.

3 Grounds For Conditional Consent:

3.1 Adapted Properties and Supported Housing:

The Council cannot refuse an assignment of a tenancy where an assignee becomes the tenant of a specially adapted or supported housing property for use by a person with disabilities or someone with special needs, which are not required by the assignees.

3.2 However, where appropriate the Council can use Housing Act 1985 Schedule 2 grounds 13 and 15 to gain possession once the assignment has taken place. Possession under grounds 13 and 15 can only be granted if the ground is proven and the court is satisfied that it is both **reasonable** to make an order and that **suitable accommodation** will be available.

3.3 In all cases, prior to serving a Notice Seeking Possession, the Council must offer alternative accommodation.

3.4 Under –occupation

The Council cannot refuse an assignment of a tenancy on the grounds of under-occupation. However, once the assignment has taken place, where appropriate, the Council can take action using Schedule 2 Ground 16 of the Housing Act 1985.

This allows the Council to serve a Notice Seeking Possession if the assignee succeeded to the property as a member of the family and not a spouse, and the property is larger than they need. Notice of proceedings must be served more than 6 months but less than 12 months after the assignment.

3.5 Possession under ground 16 can only be granted if the ground is proven and the court is satisfied that it is both **reasonable** to make an order and that **suitable accommodation** will be available.

3.6 In all cases prior to serving a Notice Seeking Possession, alternative accommodation must be offered

4 Notification Requirements:

4.1 Assignment Approval:

When an Assignment has been approved by the Area Housing Office, a letter of approval must be issued to the tenant inviting the assignor and assignee to the Area Housing Office to complete the process.

4.2 Assignment:

At the assignment both the assignor and assignee must be present. The Area Housing Office will follow the procedure set out in the Housing Management Procedure Manual.

If the assignor is unable to attend the Area Housing Office suitable arrangements should be made to complete the assignment at the property.

4.3 Assignment Refusal:

If an Assignment has been refused by the Housing Manager, a letter of refusal must be issued stating the reasons for refusal.

The following model documents are available within the London Borough of Southwark Housing Management Procedure Manual , “Assignment Procedure” last updated 9th October 2009, a copy of which is held in the Area Housing Office and the TMO office:

Manual page	Item	Appendix or ref no.
9	Assignment Process	
13	Assignment Procedure Checklist	Appendix 1
14	Assignment of Tenancy Form	Appendix 2
16	Letter of Confirmation	Appendix 3
17	Letter of Rejection	Appendix 4
18	Letter Encouraging Rent Arrears Clearance	Appendix 5
19	Proof of Identity and Residency Document List	Appendix 6
20	Deed of Assignment	Appendix 7
22	Tenants Equalities Data Collection Form	Appendix 8
26	iWorld Procedure Screenshot	Appendix 9

Secure tenants, but not Introductory Tenants, have the right to take in lodgers or to sub-let part of the dwelling. There are legal differences between a lodger and a sub-tenant, and tenants should get advice before renting a room in their home.

Lodgers

Tenants may allow any person to reside in their home as a lodger, whether or not any payment is made, as long as this does not lead to exceeding the maximum number of persons allowed to live in the property or cause overcrowding.

The tenant must inform the TMO in writing when a lodger is taken in and the TMO must grant formal approval, which cannot be withheld unreasonably. The TMO will respond to a request to take in a lodger within four weeks of receiving the request.

Subletting

A tenant must make a request to sub-let part of their dwelling in writing to the TMO.

The request must include:

- Details of the property
- Details of all those residing in the property
- The subletting arrangements
- The period for which subletting is requested
- An undertaking to inform the TMO of any changes in subletting arrangements and/or sub-tenants

The TMO Estate Manager is responsible for dealing with requests for subletting

The TMO will respond in writing to requests to sub-let within four weeks of receiving the request and all required information.

If the TMO gives permission for subletting, it will notify the tenant in writing and advise the tenant of his/her responsibility:

- For the behaviour of the sub-tenant(s) under the Conditions of Tenancy
- To advise the Housing Benefit section (if appropriate)
- To ensure vacant possession should the tenant vacate the property

The TMO will note the details of the subletting arrangements and of sub-tenant(s) in the tenant's file and will send a note to the Housing Benefit section.

The TMO may refuse permission to sub-let if:

- The tenant intends to sub-let the whole of the dwelling
- The proposed subletting would lead to overcrowding
- If the TMO or the Council propose to carry out works on the dwelling or the building which would affect the accommodation likely to be used by the sub-tenant.

If the TMO refuses the request for subletting, the tenant will be notified of this decision and reasons in writing and will be informed of their right to appeal the decision through Southwark Council's Arbitration Procedure

Subletting without permission

If the TMO becomes aware that a tenant has sub-let part of their dwelling without seeking the TMO's consent, the TMO will request the tenant to apply for permission and shall then act as if permission has been sought.

Subletting of the whole of the dwelling

The TMO will deal with the occupiers as unlawful occupants

Monitoring

The Estate Manager will inform the Management Committee when a request to sub-let has been received without identifying the tenant who has made the application. The Estate Manager will report annually to the Management Committee on sub-letting requests and actions.

Chapter 6

Schedule 10 Giving consents

Applies to Secure and Introductory tenants and lessees

- 1.1 Tenants, leaseholders and freeholders are required to obtain the consent of the TMO or the Council in a number of areas.
- Areas for which consent is required include;
- Keeping pets (applies only to tenants)
 - Parking permit
 - Alterations to the inside of a property
 - Alterations to the outside of a property
 - Changes to pipe work, central or other heating
 - Erection of a satellite dish or other equipment to the outside of a building
 - Any other matters requiring consent resulting from changes in law, the Tenancy Agreement or Council.
- 1.2 Tenants should apply to the TMO in writing. The application must include the details of the matter for which consent is sought and all relevant supporting information.
- 1.3 Leaseholders and Freeholders should make their application to Southwark's Home Ownership Unit, in accordance with LBS HOU's procedure note Permissions for Alterations and Improvements (attached).
- 1.4 The TMO will normally be the organisation which grants or refuses consent. The Estate Manager is responsible for dealing with requests for consent and will liaise with Southwark Council on those matters which he/she feels to be appropriate and to ensure that his/her decision is consistent with LBS policy.
- 1.5 If the Council receives a request for a consent, it will forward this request to the TMO office for consideration.
- 1.6 The TMO will respond to a request for consent within four weeks by writing to the tenant/leaseholder notifying him/her:
- If the consent has been given
 - What conditions have been attached to the consent
 - The reason(s) why consent has been refused
 - If applicable, the procedure by which the tenant can appeal the decision to refuse consent.
- 1.7 The TMO must comply with the provisions of the tenancy agreement when considering a request for consent.

- 1.8 The TMO will notify the Home Ownership Unit of its decision in respect of a leaseholder/freeholder within 5 working days of reaching the decision.
- 1.9 If the TMO refuses consent, the tenant/leaseholder/freeholder can request a review of this decision through Southwark Council's Arbitration Procedure.

DRAFT

Right to buy: Enquiries before exchange of contracts

The TMO will deal with pre-contract enquiries in liaison with the Home Ownership Unit and is entitled to charge for this service

1 Making Enquiries

The TMO tenant who expresses interest in carrying out the Right to Buy their property or purchase under any other scheme operated by the London Borough of Southwark, may obtain application forms and advice from the TMO Housing Office or will be advised to contact the Council's Housing Options Unit.

2 Responding to Enquiries

The TMO will complete the details required by the Home Ownership Unit as set out in the following form, and will comply with the timescales indicated by the Home Ownership Unit for completion of the form:

London Borough Southwark –Home Ownership Unit – Form V1
Right to Buy Verification Form for AO – Tenancy Details

3 Charges

The TMO is entitled to make a reasonable charge for this service based on the Estate Director's hourly rate plus an administrative on cost of 25% provided that the total cost does not exceed £50

Chapter 6

Annex A

SECURE AND INTRODUCTORY

Tenancy Agreement

This document is a **TENANCY AGREEMENT** made between **THE LONDON BOROUGH OF SOUTHWARK** ("The Council") and **Name of tenant(s)**

INSERT PHOTO

("the tenants) under which the Council lets the dwelling house described below to commence on .

The appended conditions of tenancy form part of this Agreement.

This Tenancy Agreement will make you an Introductory Tenant unless you are already a secure tenant. An introductory tenant will automatically become a secure tenant after 12 months unless the Council starts possession proceedings to end the tenancy.

The provisions of clauses 14(2)(i) (Right to Mutual Exchange), 12 (Right to take Lodgers), 28 (Right to Improve) and 31 (Consultation on Variation) of the conditions of tenancy do NOT apply to introductory tenancies.

THE DWELLING HOUSE

1. Address

2. Description of dwelling house

--

3. Schedule of fixtures and fittings

Heating/ Hot Water	As seen
Kitchen Cupboards	As seen
Cupboards (Other)	As seen
Other	As seen

4. Other authorised occupants at the date of this agreement:

COSTINGS

5. Weekly Cost: Net Rent £

Water Charges £

Communal Heating (if applicable) £

OTHER CHARGES

Estate Cleaning £

Grounds Maintenance £

Estate Lighting £

Door Entry £

Total **£**

First payment to be made on

I/We hereby surrender my/our present tenancy at _____ with
effect from the date of commencement given above and authorise the
Council to clear these premises on or after this date. (**NOT**
APPLICABLE)

I/We agree that the information contained in this agreement is correct
and

I/We accept the conditions set out in the accompanying handbook.

Dated the

Signed by the tenant(s)

Name	DATE OF BIRTH

Signature _____

Signed on behalf of the

Council _____

Officer Name:

**Southwark's
Conditions of tenancy**

Your tenancy

1 Tenancy

- 1a Your right to occupy and to enjoy the quiet occupation of the property shall not be interfered with by us except as set out in conditions 2a "When we end the tenancy and give notice" and 18 "Access".
- 1b The tenancy is a "secure tenancy" or an "introductory tenancy" so long as you occupy the property as your only or principal home. If there are joint tenants, the tenancy is a secure tenancy or an introductory tenancy so long as at least one of the tenants occupies the property as their only or principal home.
- 1c The question of whether a tenancy is secure or introductory is determined under the Housing Act 1985 and the Housing Act 1996.
- 1d In general, all new council tenancies will be introductory tenancies for a trial period of 12 months or 18 months if we decide to extend the trial period or if, during the trial period, we decide to seek possession by issuing court proceedings, in which case the tenancy will remain introductory until the court proceedings are finally determined.

FOR OFFICE USE ONLY

Authorised by the Resident Services
Manager

Date _____

Account

umber: _____

Payment

ref: _____

- 1e The introductory tenancy will automatically become a secure tenancy at the end of the trial period of 12 or 18 months provided court proceedings for possession have not been issued.

Ending a tenancy

2 When we end the tenancy and give notice

- 2a We can only end the tenancy and obtain possession of the property in line with the law.
- 2b Any notice served by us on you shall be taken as served if left at the property or sent to the property by ordinary pre-paid post.

3 When you end the tenancy

- 3a You may end the tenancy by giving us at least 4 weeks written notice to quit to end on a Monday. Written notice must be given to the Housing Office or designated customer contact point.
- 3b At the end of the tenancy, you must make sure you and everyone living with you moves out and that we are given vacant possession. You must leave the property ready for occupation with all fixtures and fittings clean and tidy and in as good a state as they were at the beginning of the tenancy, fair wear and tear and any damage resulting from our failure to carry out our obligations excepted.

4 If one Joint tenant leaves

- 4a Where the tenancy is a joint tenancy, a joint tenant may only end the tenancy by:
- 4a1 giving us 4 weeks written notice to quit to end on a Monday and;
 - 4a2 giving a copy of the said notice to the remaining joint tenant
- 4b Subject to condition 4c and the agreement of the remaining tenant(s), we shall grant them a new tenancy.
- 4c We shall not be obliged to grant the remaining tenant(s) a new tenancy where in our reasonable opinion there has been a serious breach of conditions 5, 10, 11, 12, 13, 14 or 15 of this Tenancy Agreement.

Paying your rent

5 Rent

5a You must pay the rent and other charges that are due in advance on Monday in each week or by other arrangements we have agreed with you in writing.

5b We must make sure that your rent records are accurate and up to date and *provided* to you on a monthly basis.

6 Changes to rent and other charges

6a We may, without your agreement change the amount of rent or other charges for the property

6b If we want to change the amount of rent and other charges we shall serve you with a notice of variation stating the new amounts and the date the change is to take effect which shall not be less than 4 weeks from service of the notice

6c If before the date specified in the notice of variation, you give us notice to quit, the change will not take effect unless, with our written agreement, you withdraw your notice to quit before the date so specified.

6d You must leave the property and give vacant possession to us on the day your notice to quit ends. If you do not we shall be entitled to recover charges for your use and occupation equal to the varied rent and other charges from the date it takes effect until we obtain possession of the property.

6e We undertake to consult the Tenant Council before seeking to change the amounts payable for rent and other charges.

Changing this agreement

7 Changing this agreement

7a Where we want to make any change, other than to the rent or other charges as at condition 6, we shall first serve you with a preliminary notice of our intention to vary the terms of the Tenancy Agreement. The preliminary notice shall state the proposed change and its effect and shall invite you to comment on the proposed changes by a specified date.

7b We shall consider any comments made by you or on your behalf in reply to the preliminary notice.

7c We shall also consult on such proposed changes with the Tenants Council and shall consider any comments made by it.

7d After completing this process we may serve a notice of variation on you explaining the changes we will be making to the tenancy agreement and the date the changes will take effect.

Your rights

8 Lodgers, subletting and assigning the property

- 8a If you are a secure tenant you may allow people to live with you as lodgers in the property whether or not payment is received from those lodgers provided it does not cause the maximum permitted number of occupiers to be exceeded or result in an overcrowding situation. You must obtain our written agreement which will not be unreasonably withheld.
- 8b Where the property is part of a warden assisted (e.g. sheltered unit) you shall not allow any person to live as lodger under any circumstances.
- 8c You must not sublet or part with possession of the WHOLE of the property.
- 8d If you are a secure tenant you may SUBLET or part with possession of PART of the property but must first obtain our written agreement not to be unreasonably withheld
- 8e You may assign your tenancy (pass it on to someone else) but only in certain circumstances in line with the law. There are different provisions for secure and introductory tenants. Further details can be found in the Tenant's Handbook.

9 Succession – passing of the tenancy on death

- 9a On the death of a secure or an introductory tenant the law states that the tenancy may be passed on to another person, so long as that person qualifies in line with the law. This statutory succession can only happen once. The council may allow a discretionary allocation of a new tenancy in certain special circumstances.
- 9b Where the tenancy is a joint tenancy and one of the joint tenants dies, the tenancy will vest in the remaining joint tenant(s) as successor to the tenancy provided the remaining joint tenant is qualified to succeed and was occupying the property as their main or principal home at the time of the tenant's death.
- 9c The law states that a person is qualified to succeed to a secure or introductory tenancy if they occupied the property as their only or principal home at the time of the tenant's death; and
 - 9c1 is the tenant's spouse or civil partner, or
 - 9c2 another member of the tenant's family, including a person living with the tenant as husband and wife or civil partners, and lived with the tenant throughout the period of 12 months ending with the tenant's death

unless, in either case the tenant was a successor.

Where more than one person qualifies to succeed to the tenancy then the tenant's spouse or civil partner is to be preferred over another member of the family or where there are two more other members of the tenant's family, failing agreement between themselves, the Council will determine which of them is to succeed

Your responsibilities

10 Nuisance and Anti-Social Behaviour

- 10a The conditions of this section apply to you and persons living in and or visiting the property. You are responsible for your behaviour and of persons living with you or visiting the property.
- 10b You shall act in a reasonable manner and must not do anything which in our reasonable opinion causes nuisance, annoyance, offence, distress or alarm to other residents or visitors or damage any property or possession belonging to us or our residents and their visitors.
- 10c You and anyone acting on your behalf must act in a reasonable manner towards our employees & agents and must not threaten, abuse or assault staff carrying out their duties in relation to the tenancy or as a consequence of their employment with us, whether in working hours or outside working hours and whether or not at or in the locality of the property.
- 10d You must not discriminate, intimidate, harass or abuse anyone because of their ethnic background, sex, sexuality, religious beliefs, age or disability.
- 10e You must not carry out motor vehicle repairs in or near the locality of the property or garage which in our reasonable opinion is or may become a nuisance or annoyance or cause offence to other people.
- 10f You must keep noise, including the use of television, playing of amplified music, musical instruments, or otherwise howsoever caused, to a reasonable level within the property, and from motor vehicles.
- 10g You must not hold or permit to be held any excessively noisy party or pay party at the property nor advertise or permit to be advertised such a party.

11 Security

- 11a The conditions of this section apply to you and persons living in and or visiting the property. You are responsible for your behaviour and for that of persons living with you or visiting the property.

- 11b You must not use the communal areas of the block or estate for anything other than access, rest and quiet recreation (unless otherwise designated)
- 11c If there is a door entry system and / or CCTV, you must not break the shared security by allowing strangers access into the block.
- 11d You must not enter any restricted areas including but not limited to: lift rooms, water tank rooms, roofs and roof spaces.

12 Pets and other animals

- 12a The conditions of this section apply to you and persons living in and or visiting the property. You are responsible for your behaviour and for that of persons living with you or visiting the property.
- 12b You must not keep in the property or within the boundary of the estate any animal, bird or reptile which in our reasonable opinion is dangerous, injurious to health or a nuisance.
- 12c You must not keep a dog in the property without first obtaining our written agreement, which will not be unreasonably withheld. If given, it will be on the condition that the dog is micro chipped and relevant owner details recorded and kept up to date.
- 12d You must not cause or allow your dog or any other pet to cause a nuisance or annoyance by excessive barking, other noise or aggressive behaviour.
- 12e You are responsible for the behaviour of your dog or pet at all times and must make sure that any dog or pet faeces are properly disposed of.
- 12f You must not feed any pigeons on the estate or in the locality of the property.

13 Health and Safety

- 13a The conditions of this section apply to you and persons living in and or visiting the property. You are responsible for your behaviour and for that of persons living with you or visiting the property.
- 13b You shall not cause or allow fire exits, or routes, from the property or in any communal area to be blocked or otherwise act so as to create a health and safety danger
- 13c You must make sure that any fire check doors internal to the dwelling are in working order and report any faults to us.
- 13d We will undertake our statutory and contractual responsibilities to make sure the health and safety of our tenants is not put at risk.

14 Rubbish

- 14a The conditions of this section apply to you and persons living in and or visiting the property. You are responsible for your behaviour and for that of persons living with you or visiting the property.
- 14b You must make sure that you do not cause any obstruction to communal landings, staircases and / or corridors at any time and only dispose of rubbish in a refuse chute or bin. Any other rubbish must be placed in any other designated area on the agreed day of collection.
- 14c It is your responsibility to make sure that rubbish and unwanted belongings are properly disposed of.
- 14d You must keep all garden space, balconies and yards of the dwelling tidy and free from rubbish

15 Domestic Violence

- 15a You must not use or threaten to use violence against any other person lawfully allowed to live in the property so that they may be or are prevented from continuing to live peaceably in the property

16 Parking of Vehicles

- 16a The conditions of this section apply to you and persons living in and or visiting the property. You are responsible for your behaviour and for that of persons living with you or visiting the property.
- 16b You must not park or keep any vehicle anywhere on the estate other than:
 - 16b1 in a garage or parking space you rent from us
 - 16b2 in a designated parking area
 - 16b3 in line with any parking permit scheme in place on the estate
- 16c Where a parking permit scheme is in place, you have a duty to make sure that people living with you or visitors who enter the estate are made aware of the estate's parking enforcement schemes
- 16d Any vehicle parked on the estate must meet conditions 16b and 16c and must:-
 - 16d1 clearly display a current vehicle excise license (tax disc) at all times.
 - 16d2 have a valid MOT certificate and be road worthy.

- 16d3 not exceed any one of the following dimensions, unless the vehicle is solely used for social or domestic purposes and you and or the owner have obtained our written permission

Height 6'6". (2 metres),
Width 6'0" (1.83 metres)
Length 16'0" (4.8 metres)
Weight 7.5 tonnes

- 16d4 not be left outside a garage if it obstructs access for garage users.

- 16d5 not be crash-damaged or have other kind of damaged vehicle –unless you have got written agreement from us.

- 16d6 not cause obstruction to other tenants, or to emergency vehicles.

- 16d7 not be a health and safety risk to residents or visitors to the estate.

- 16e We, our contractors or agents may wheel-clamp or remove any vehicle which breaks conditions 16b and 16d. We may recover any costs incurred and, if the vehicle is not claimed by the owner within a reasonable period, dispose of the vehicle.

- 16f Where you rent a garage from us you must keep to the terms of your garage agreement.

- 16g We will consider any application from a disabled tenant to designate a parking space specifically and exclusively for disabled parking.

17 Using the property

- 17a You must occupy the property as your principal home. You must satisfy us on an annual basis that you are occupying the property as your principal home. You will be required to provide evidence of your occupation in a form prescribed by us. You shall be required to have a photograph on your Tenancy Agreement.

- 17b You shall not be absent from the property for a continuous period of more than 42 days without first telling us in writing.

- 17c You must not use or allow the property to be used other than as a private property.

- 17d You must not cause or allow the storage or use of in the property including the communal areas, private balcony, store or a garage which is an integral part of the property any liquid petroleum and paraffin (e.g. calor gas) containers or cylinders, or dangerous chemicals, gases or materials or any other inflammable materials or gases.

18 Access

- 18a We, our contractors and / or agents will give you 24 hours notice that entry is required to the property unless, in our opinion, immediate entry is necessary because of an emergency. In emergencies our contractors and or agents, in the presence of our officers or management agent, may enter the property without notice.
- 18b You must allow access to the property to allow our officers, contractors or agents to carry out any inspection, safety check, treatment, repairs, major works or improvements that we are required or entitled to carry out to the property (including fixtures and fittings), or to the building or estate in which the property is situated, or any other adjoining land in the council's control.
- 18c If you repeatedly refuse access, we may ask the courts for an order that allows us, our contractors or agents to force entry to the property.
- 18d We shall be entitled to recover any costs associated with carrying out a forced entry, including making the property secure afterwards, from you, unless you can show reasonable excuse for failing to provide access.

19 Taking care of the property

- 19a You must take care of the property including our fixtures and fittings, and make sure that visitors and other people using or living in the property do the same.
- 19b You are responsible for the upkeep of the garden and window boxes (if any) of the property.
- 19c You will be required to repay us the cost of any repair or replacement to the property, block or estate resulting from negligence and / or failure to comply with condition 19a.

20 Cleaning and decorating

- 20a You are responsible for:
- 20a1 the cleaning of the communal landing and passages serving the property where so required.
 - 20a2 the decoration of the interior of the property
- 20b We shall take reasonable steps to keep the estate and common parts clean and tidy

Repairs and Maintenance

21 Repairs

21a You should tell us of any problems with the state of repair of the property and common parts as soon as it is possible. You should tell the designated customer contact point.

21b We shall carry out our repairing responsibilities within a reasonable time from the time when we know or ought to know of the need for repairs. A 'reasonable time' is such time as is reasonable in all circumstances, not exceeding the times laid down in our service standards, unless we can establish that a major works project to include the identified repairs is due to start within a reasonable period and that any delay will not have an impact on Health and Safety and legal obligations or your Right to Repair.

22 Our responsibility to carry out maintenance and repairs

22a We shall, keep in repair the structure and exterior of the property and common parts and communal facilities to block and estate including:-

drains, gutters and external pipes, service roads, designated play areas, entrances, entrance halls, staircases, roofs and fire fighting equipment,

and, so far as they affect your enjoyment of the property or common parts and subject to reasonable expenditure and consultation with residents, lifts, communal TV aerials, entry phones, communal lighting, refuse collection facilities, communal heating and ventilation services,

22b We shall keep in repair and proper working order (or renew with an appropriate device) the installations whether inside or outside the property which were installed at the commencement of the tenancy or if installed later, were installed by us and either directly or indirectly serve the property for:

22b1 the supply of water, gas and electricity to, and for sanitation at the property (including basins, sinks, baths and sanitary conveniences)

22b2 heating the property and for heating water in the property

23 Our right to carry our major works and works of improvement

23a We have the right to carry out works of repair, replacement, renewal or improvement which we are not required to perform by condition 22 but which we decide to carry out to improve the property and/or the building or estate in which it is situated, and/or which are works to be carried out to a number of properties as part of a planned programme of works.

24 Compensation for failure by council to repair

24a If we fail to carry out our responsibilities under condition 22, you shall be entitled to compensation.

24b The amount may be such sum as is fair and reasonable in all the circumstances. We will deduct any debt owed to us by you from any compensation payable

25 Making improvements

25a "Improvements" includes but is not limited to:

25a1 adding, removing or altering the property, our fixtures or fittings, or the provision of services

25a2 putting up any aerial or satellite dish

25a3 decorating the outside of the property

25a4 the replacement or installation of floor coverings

25b You shall not make any improvement to the property without first obtaining our written permission which will not be unreasonably withheld.

25c Where you ask for our permission to replace or install any floor coverings, we will take in to consideration any known noise nuisance issues in the block and may require you to take any necessary steps to ensure proper sound insulation.

25d Where you have made a improvement to the property, we may, at our discretion, pay you compensation at the end of the tenancy providing certain conditions are satisfied.

25e Condition 25d does not apply to introductory tenants who have made improvements and vacated the home whilst an introductory tenant.

Accessing information

26 Information

26a We must allow you on request to see information that is kept on our housing file about you, your household or the property (including any application which you have made for re-housing and documents in our possession relating to the block and estate where the property is situated) EXCEPT the following information:-

26a1 Personal information that identifies other people who have not agreed to the disclosure of their personal data and where, on balance, it appears wrong to provide it unless it is reasonable in all the circumstances to disclose the information without their agreement , for example medical information and casework reports from social workers and welfare officers,

complaints from other tenants and neighbours or comments by housing staff;

- 26a2 Personal information the disclosure of which might cause serious harm to you or some other individual for example another member of your household;
- 26a3 Personal information the disclosure of which would or would be likely to prejudice an investigation into the behaviour or activities of the tenant for example if the investigation is likely to involve the police; if it may lead to the creation of an Anti-Social Behaviour Order; or if it is in connection with eviction proceedings.
- 26a4 Personal information the disclosure of which might prejudice the prevention and detection of crime, the prosecution or apprehension of offenders or the assessment or collection of any tax or duty.

The information we are able to give you will be provided on payment of a fee of £10 and your request will be dealt with promptly and in any case within 40 days.

- 26b If we fail to provide the information within 40 days you have the right to refer the matter to us under the Corporate Complaints Resolution Procedure. If the matter is not resolved you will be advised of your right of appeal to the Information Commissioner.
- 26c If you believe that any of the factual information held about you is inaccurate you are entitled to request it be corrected or erased. You should explain what information you consider to be inaccurate and, if appropriate, provide a written statement of the correct information to us. This written statement should be annexed to the file. We will consider your request within 28 days of receipt of the same. Should we fail to respond to you within that 28 days timescale you may refer the dispute to us under the Corporate Complaints Resolution Procedure.
- 26d If we agree to correct or erase part of your personal information you will be informed what changes have been made. If we believe the information is correct and are unable to agree the changes that have been requested we will again inform you. Where we do not agree to the changes you may refer the dispute to us under the Corporate Complaints Resolution Procedure. If however the matter is not resolved then you will be advised of your right of appeal to the Information Commissioner.
- 26e Where you have applied for re-housing we will advise you on request of your priority for re-housing.
- 26f We will maintain a Tenant's Handbook. The Handbook will contain information about this tenancy together with an explanation about the legal meaning of the conditions, the relevant policies and our procedures

together with other useful background information, which will be of assistance to you. The Handbook will be updated from time to time. We shall be legally bound by the contents of the Handbook.

Arbitration

27 Arbitration

- 27a We shall maintain an Arbitration Tribunal and an Arbitration Panel for the resolution of certain disputes between tenants and the Council and between tenants. When either you or we have referred a dispute to Arbitration, the other party shall be bound to submit to the decision of the Arbitration Tribunal, and decisions of the Arbitration Tribunal shall be enforceable in the Courts.
- 27b Membership of the Arbitration Tribunal shall be drawn from the Arbitration Panel. The Arbitration Panel will consist of at least nine members, of whom at least three will be elected members of the Council ("the Councillor Representatives") at least three will be tenants elected by Neighbourhood Forums ("the Tenants' Representatives"), and at least three will be neither elected members nor tenants of the Council and will be jointly selected by one Councillor Representative, one Tenant Representative and the Arbitration Officer ("the Independent Representative"). An Arbitration Tribunal shall consist of a Councillor Representative, a Tenant Representative and an Independent Representative drawn from the Arbitration Panel.
- 27c We shall appoint an Arbitration Officer
- 27d We shall have the power to prescribe regulations for the conduct of proceedings of the Arbitration Tribunal after consultation with the Tenants' Council and the Arbitration Officer

The following disputes may be referred to the Arbitration Tribunal as long as the dispute relates to the property arising in six years prior to the date of application:

- 27d1 arising out of alleged breach by either us or you of any of the conditions under this Tenancy Agreement or otherwise imposed by law
- 27d2 as to whether any agreement required from us under this Agreement has been withheld, whether such agreement has been unreasonably withheld, or whether such agreement has been given subject to an unreasonable condition.
- 27d3 as to who is entitled to succeed to the tenancy between the Council and anyone claiming to be qualified to succeed a deceased tenant. In this case the procedure is the same as if the parties were the tenant and the Council but for "the tenant" there is substituted "anyone claiming to be qualified to succeed the tenant".

- 27d4 as to whether you had reasonable excuse for failing to provide access under condition 18 of this Agreement
- 27d5 as to whether there has been a serious breach of conditions 5, 10, 11, 12, 13, 14 or 15 under condition 4c of this Agreement.
- 27e The Arbitration Tribunal shall have power to:-
 - 27e1 award damages
 - 27e2 grant a declaration
 - 27e3 order either us or you to do or refrain from doing anything in order to secure compliance with the obligations of this Tenancy Agreement or otherwise imposed by law
- 27f If the Arbitration Tribunal finds that we have been in breach of our repairing responsibilities it may award compensation to you in line with condition 24 and if the breach has not been corrected, may order that we carry out the repairs in question within such time as it thinks fit.

Definitions

"You, your and The Tenant" means tenant as defined by Housing Act 1985 and are each and every signatory to this agreement. Joint tenants are liable individually and collectively to carry out the obligations of the "the tenant".

"We, us, our and The Council" means the London Borough of Southwark.

"Property" means the dwelling house for the purpose of this Agreement is defined by Section 112 of the Housing Act 1985.

"Lodger" means a person who is not named in your tenancy agreement as authorised to live in the property, is not a member of your immediate family and who does not have exclusive occupation of a part of the property

The **"Common Parts"** means any part of the building of which the property let to you, forms part and any other premises which you are entitled, under the terms of the tenancy, to use in common with the occupiers of other properties let by us.

The **"Block"** means the building in which the property is situated and is used for flats and maisonettes only.

The **"Estate"** means the estate in which the property is situated

Chapter 6

Annex B: Succession Policy

Clause 15 Option B

The TMO had adopted LB Southwark's Succession Procedure

London Borough of Southwark Succession Procedure

Where a secure or introductory tenant of the Council dies, a qualifying family member can succeed to the tenancy of that dwelling. The rules governing succession are set out in the Housing Act 1985 for secure tenants and in the Housing Act 1996 for introductory tenants. This procedure provides guidance in dealing with requests to succeed to a tenancy.

Section 160 of the Localism Act 2011 introduced new statutory succession rights to secure tenancies that apply to tenancies entered into after 1 April 2012. These new statutory succession rights are less generous than those previously provided under the law. Consequently, in relation to such tenancies a person is only qualified to succeed if;

- (a) the person occupies the dwelling-house as his/her only or principal home at the time of the tenant's death, and
- (b) the person is the tenant's spouse or civil partner or was living with the tenant as if they were a spouse or civil partner and
- (c) there has been no previous succession in relation to the tenancy.

Statutory succession rights in relation to tenancies entered into before the 1 April 2012 are unchanged.

The London Borough of Southwark may however use its discretion to allocate a new tenancy to a person who had been living with a deceased tenant but who does not have a legal right to succeed. There may be situations where the London Borough of Southwark considers it appropriate to exercise this discretion. The responsibility for approving the use of this discretion in individual cases is to be exercised by the Group Service Manager of the Homelessness and Housing Options Service.

1.0 Initial Checks

1.1 As soon the TMO receives a request from a member of a deceased tenant's family to succeed to the tenancy it should carry out the following checks to ascertain whether the deceased tenant was a tolerated trespasser or a successor tenant:

- The TMO must arrange a check with the Council's Housing and Rent Collection services via email that the deceased tenant was not a tolerated trespasser (for guidance, the Council's Tolerated Trespassers procedure),
- The TMO checks with the Council and the tenancy file to see whether the deceased tenant was already a successor tenant. A tenant who was assigned the tenancy is also considered to be a successor.

- 1.2** Where the deceased tenant was a tolerated trespasser or a successor tenant, the TMO Estate Manager will write the person seeking to succeed to the tenancy to confirm there is no statutory right of succession.

The TMO must confirm that the Council has the discretion under the Allocations Scheme to allocate housing in exceptional circumstances and that a formal application for housing will have to be made. At the same time as notifying the aspirant successor tenant that there is no statutory right to succession, the TMO Estate Manager will enclose a Housing Register Application Form and Medical Assessment Form and advise the person requesting succession they can make an application for a Discretionary Allocation.

At the same time, the TMO will complete a Notice to Quit and serve it on "The Personal Representatives of" the deceased at the last known address of the deceased, with a copy to the Public Trustee, and set up the occupier as an unauthorised occupant (see the Council's Unauthorised Occupation procedure).

For guidance on how to deal with requests from residents that have no statutory right of succession the TMO can refer to the Council's Discretionary Allocations procedure and to the Death of a Tenant procedure for how to determine a tenancy where the tenant has died. The TMO may also seek advice from the Council.

- 1.3** TMO will conduct checks that the person requesting to succeed to the tenancy is qualified to succeed to the tenancy. To qualify they must have been-

- occupying the dwelling as their only or principal home, and
- either the deceased tenant's spouse or, another member of the deceased tenant's family.

Would be successors, other than a spouse or joint tenant, must also prove they have been residing with the deceased tenant for at least 12 months before their death, as set out below.

Family Member	Succession	Proof of Residency
Joint tenant	Succeed automatically by 'survivorship'	No minimum residency period but some proof of residency required
Spouse	Succeeds by statutory provision	No minimum residency period but some proof of residency required
	Section 113 (1) (b) Housing Act 1985 (secure tenants). Section 131 Housing Act 1996 (introductory tenants). Includes people living together as	12 month proof of residency

Other family member	<p>husband and wife and same sex couples ('partner').</p> <p>Family member is restricted to parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.</p> <p>Includes relationships by marriage, half-blood, stepchildren and illegitimate children.</p>	at the deceased tenant's address required
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In cases where a tenant has died and there is no right of succession, the London Borough of Southwark may consider re-housing an applicant who has resided and who continues to reside in the deceased person's accommodation. To re-house an applicant in these circumstances will be solely at the discretion of the London Borough of Southwark.

1.4 TMO will ascertain whether the dwelling is not more extensive than reasonably required by the household. The Council is entitled to issue possession proceedings for the tenant's dwelling if it is-

- more extensive than is reasonably required by the successor tenant, and
- a Notice of Seeking Possession has been served on the successor tenant more than 6 months but less than twelve months after the date of the previous tenants death (see Schedule 2, Ground 16 of the Housing Act 1985).
- there is suitable alternative accommodation available.

Important Note:

- Ground 16 cannot be used in relation to a spouse or a joint tenant as Section 89 of the Housing Act 1985 does not apply

Household component	Bed size
Single person households (excluding pregnant women and those over 60 years old)	Bed Sit or one bed
Lone pregnant women and over 60s	One Bed
Couple	One Bed
Each single adult	ONE EXTRA BEDROOM

Two children of the same sex (except where one is 10+ years older than the other)	ONE EXTRA BEDROOM
Two children of the opposite sex (except where one is over 7 years old)	ONE EXTRA BEDROOM
Each additional child	ONE EXTRA BEDROOM

Important Notes:

- Rooms of less than 50 sq. ft are disregarded.
- The number of bedrooms needed by a household assumes the availability of one living room. Any living accommodation in excess of this is counted as a bedroom.
- If a person has sole use of a room, which is used for both sleeping and living it is counted as a bedroom.
- Medical evidence will be required for assessment by the Council's Medical Advisor where household members require separate bedrooms for medical reasons.

If the dwelling has one or more bedrooms in excess of that required by the successor tenant's household, TMO staff must make a note to inform the successor tenant in writing that they will be required to move to alternative suitably sized accommodation.

TMO staff should make a diary note to request that the Council serve a Notice of Seeking Possession (Ground 16) 6 months after the date of death of the previous tenant.

Exceptions:

- Where the age of the successor tenant makes it unreasonable to require them to move to alternative accommodation.
- Where the length of time the successor tenant has occupied the dwelling as their only or principal home makes it unreasonable to require them to move to alternative accommodation.
- Where any financial or other support given by the successor tenant to the previous tenant makes it unreasonable to require them to move to alternative accommodation.
- Where medical evidence confirms that such a move would be life threatening to the successor.

- 1.5 TMO must check that the dwelling has not been adapted for a disabled person: The Council is entitled to issue possession proceedings for the dwelling concerned if it has been adapted for a disabled tenant to the extent that it is substantially different from an ordinary dwelling, provided that;
- the successor tenant is not a disabled person for which the dwelling would be suitable.

If the dwelling has been adapted for the disabled and the successor tenant is not disabled, TMO staff must make a note to inform the successor tenant in writing that they will be required to move to suitable alternative accommodation.

2.0 Requesting Information

- 2.1. Following an application to succeed, the TMO will write to the applicant to request information. TMO staff will be sensitive to the fact that the death of a spouse, partner or family member is a traumatic and stressful event and will approach the matter sensitively.

The TMO will write to the person requesting succession:

- Offering condolences
- Requesting a copy of the deceased tenant's death certificate
- If the person requesting succession is a family member, asking for documentary proof of residence at the dwelling and relationship to the deceased. It is useful to obtain details of residency going back approx. 5 years in order to make sure that the person does not own a property elsewhere.
- If the person requesting the succession is a family member and the dwelling concerned is too extensive for his/her household's needs, the TMO must inform the person that the Council will require them to move to suitably sized alternative accommodation. If unsure of the successor tenant's household, the TMO should request details of their household (name, relationship, age & sex of each household member) and any medical conditions that need to be taken into account when considering their housing need (see 1.4 above).
- If the person requesting the succession is occupying a dwelling that has been adapted to suit a disabled person, and s/he is not disabled, the TMO must notify him/her that the council will require them to move to suitable alternative accommodation. If unsure whether the person requesting the succession is disabled, the TMO should request details of any medical conditions that need to be taken into account when considering housing need, enclosing a Medical Assessment form with the letter (see 1.5 above).

3. Updating 'iWorld' and Confirming Succession has taken place

- 3.1 When the death certificate, documentary proof of residence, relationship, household members and medical conditions (as required) have been received, the TMO must check the documents and satisfy itself that they prove that the person requesting succession-

- Was/is using the property as his/her only or principal home,
- Was residing with the previous tenant for at least 12 months before the date of death,
- Was the previous tenant's spouse, joint tenant, or family member

The TMO will seek approval from the Council and If the person requesting succession is qualified to succeed, the TMO shall request that the Council amend its records to show the succession has taken place and will update its own records.

- 3.2 The TMO will write to the successor tenant to confirm that they have succeeded to the tenancy.

4.0 Dwelling is more extensive than reasonably required by the successor tenant's household (Ground 16)

If the successor tenant was a family member and the dwelling concerned is too extensive for their household's needs, the TMO must write to successor tenant to confirm that the Council may require them to move to suitably sized alternative accommodation (see 1.4 above).

The Council is entitled to issue possession proceedings for the dwelling concerned if it is-

- More extensive than is reasonably required by the successor tenant, and
- A Notice of Seeking Possession has been served on the successor tenant more than 6 months but less than twelve months after the date of the previous tenant's death (see Schedule 2, Ground 16 of the Housing Act 1985).

The Council must also consider whether-

- The age of the successor tenant makes it unreasonable to require them to move to alternative accommodation.
- The length of time the successor tenant has occupied the dwelling as their only or principal home makes it unreasonable to require them to move to alternative accommodation.
- Any financial or other support given by the successor tenant to the previous tenant makes it unreasonable to require them to move to alternative accommodation.
- Where medical evidence confirms that such a move would be life threatening.

In addition, for an application for possession on Ground 16 to be successful the court must be satisfied not only that it is reasonable but that there is suitable alternative accommodation available.

4.1 The TMO will prepare a report for the Council setting out:

- That the successor tenant is considered to be under-occupying the dwelling (state household size compared to size of dwelling),
- That a Notice of Seeking Possession will be served 6 months after the date of death of the previous tenant in accordance with Ground 16, Schedule 2 of the Housing Act 1985 followed by possession proceedings being issued,
- That the court will require evidence that suitable alternative accommodation is available to the successor tenant,
- That the successor tenant needs to be registered on the Council's Interest Queue and to receive an offer in due course.
- Details of household composition and any medical conditions the Council's Rehousing Manager needs to take into account when making an offer.

4.2 The TMO will forward the tenancy file with the above report signed off by TMO Estate Manager and a completed Management Transfer Report form to the Re-housing Manager.

Six months after the date of death of the previous tenant:

- the TMO will draft a Notice of Seeking Possession
- Pass the file, to the TMO Liaison Officer requesting that the Council prepares a Notice of Seeking Possession and covering letter on behalf of the Director of Housing.
- Serve the Notice at the resident's property by hand
- Once the Notice is served complete certificate of service, attach it to the Notice of Seeking Possession and file immediately.
- Make a diary note of the date in paragraph 5 of the Notice (the date after which possession proceedings can commence).
- Request the Council update its records

5.0 Dwelling has been adapted for a disabled person (Ground 13)

If the person requesting the succession is occupying a dwelling that has been adapted to suit a disabled person, and they are not disabled, the TMO will confirm in writing that the Council may require them to move to suitable alternative accommodation (see 1.5 above).

5.1 The TMO will follow the same procedure as outline above in sections 4.1 and 4.2 above, with the following exceptions:

(a) In the report to the Rehousing Manager:

- State that the Notice of Seeking Possession will be served on Ground 13 immediately (do not add in Ground 16),
- State that possession proceedings can be begun once the date in paragraph 5 of the Notice has passed (28 days).

6.0 Liaison with the Lettings Section

6.1 The TMO will liaise with the Lettings Section by email to the Lettings Resources Manager on a monthly basis on progress of the offer of suitable alternative accommodation to the successor tenant.

7.0 Successor Tenant refuses reasonable offer of suitable alternative accommodation. Possession Proceedings on Ground 16 (dwelling is more extensive than reasonably required) or Ground 13 (dwelling is adapted for a disabled person)

7.1 Once the date in paragraph 5 of the NSP has passed and an offer refused, the TMO will send a memo of instruction to the Borough Solicitor. The TMO should forward upon request a memo with copies of the relevant documents (Tenancy agreement, details of the succession, consideration of size of the dwelling compared to size of the successor tenant's household, offer made (Ground 16), or, details of the adaptations carried out the dwelling that make it suitable for occupation by a disabled person (Ground 13), rent account print out, Notice of Seeking Possession, offer made).

Note The original offer does not need to be held throughout the following process but there must be another suitable property available by the court hearing date. This will require the TMO/Council to liaise with the Re-housing section.

- 7.2 When the witness statement is received, the responsible TMO staff member must read it: Read through very carefully (amend and return if amendments required) sign and return immediately.
- 7.3 When the hearing date is received, this must be noted in the diary and a copy of the notification placed on file. The TMO will advise the Lettings Section of the date of the hearing to ensure another offer of suitable alternative accommodation is available at that time.
- 7.4 A representative of the TMO will attend the possession hearing to give evidence. The member of staff must check the tenancy file and ensure there are copies of the following:
- The tenancy agreement
 - The tenancy conditions
 - The Notice of Seeking Possession with the signed certificate of service attached
 - A current rent account print out
 - The housing application form
 - Details of areas of preference and any medical factors to be taken into account
 - Details of the offer of alternative accommodation offered, and
 - Take the tenancy file to the court hearing.
- 7.5 At the conclusion of the hearing a diary note must be made of the date for the possession order to come into force.

8.0 Authority to Evict Form

- 8.1 The TMO completes sections 1 & 2 of the Authority to Evict Form and passes them to the Housing Operations with the file and all other relevant documentation to sign regarding the eviction.
- 8.2 If necessary, the Housing Operations writes to the Director of Social Services advising of the situation and requesting written comments relevant to the consideration of eviction, and to any other agency (for example the Mental Health Trust) that is providing care or support to a vulnerable successor tenant requesting their comments. This letter will include a prompt deadline for a response as there is a need to proceed as quickly as possible.
- 8.3 The tenancy file, authority to evict form and all other relevant documentation is passed to the Divisional head of Housing Operations and finally the Director of Housing & Community Services for the authority to evict the successor tenant.
- 8.4 A memo of instruction requesting the authority to evict is sent from the Housing & Community Services Department to the Borough Solicitor to obtain an eviction warrant
- 8.6 Once the Council confirms eviction date, the TMO will enter the eviction date in the office diary and arrange for a locksmith and caging contractor to attend the eviction.
- 8.7 A representative of the TMO will attend the eviction, make contact with the Court bailiff on site, survey the property to ensure it is secure once the

eviction is carried out and arrange any additional security measures required while on site.

DRAFT

Chapter 7

Schedule 1

Staff Transferred under the Transfer of Undertakings (Protection of Employment) Regulations 1981 (TUPE)

Clause 1

There are no staff transferring under this agreement from the Council to the TMO

Chapter 7

Schedule 2

The Secondment Arrangements for Council Staff Clause 3 Option A

There are no secondment arrangements under this Agreement

LIAISON OFFICER ROLE AND RESPONSIBILITIES**1 The role of the Liaison Officer**

The Council's Liaison Officer is the Officer holding the post of Manager, Tenant Management Initiatives within the Council's Tenant Management Initiatives team.

The Liaison Officer's role is to provide liaison and support to the TMO, and to act as the TMO's first point of contact.

The Liaison Officer is also responsible for allocating a named Monitoring Officer for the TMO and ensuring smooth progress in carrying out specific tasks such as renegotiating the TMO's allowances or Management Agreement.

The Liaison Officer is also responsible for ensuring that there are clear reporting lines between the TMO and the Liaison Officer, and between the TMO and other part of the London Borough of Southwark.

2 Council functions under the agreement

In Southwark there is a central Tenant Management Initiatives team, as well as designated Officers within the Housing Operations Division whose role is to be the first point of contact between the TMO and the Housing Operations. An **Area Liaison Officer** will be nominated by the relevant manager in Area Manager in Housing Operations

Additionally, there are other housing functions carried out centrally with specialist staff of their own with whom the TMO needs to liaise. Consequently, the TMO needs to liaise with different officers depending on their remit.

2.1 Responsibility of the Area Liaison Officer

The **Area Liaison Officer** is the key contact – has responsibility for the following functions:

- The more expensive and complex repair functions the TMO has not taken on – including major works, structural and infrastructural work, replacement programmes, and repairs covered by buildings insurance, gas servicing (if not carried out by the TMO)
- ☐ Breaches of the tenancy agreement and any legal action arising from this – issues such as unauthorised occupation, subletting, and neighbour nuisance will very often be referred back to the Housing Operations.
- Administration of transfers
- Training for TMO workers – who should routinely be included in any training provision for neighbourhood staff
- The **Area Liaison Officer** will be the principal contact between the Council and the TMO on all routine, day-to-day matters.

2.2 Responsibility of Tenant Management Initiatives Team

All of the following are the responsibility of the Tenant Management Initiatives Team:

- Monitoring and the provision of support to TMOs (committees and paid staff)
- Receipt of all TMO agendas, papers and minutes of general meetings, committee meetings and sub-committee meetings, including annual reports, audited accounts, and newsletters
- The development of new TMOs
- Variations to Management Agreements and/or TMO Rules
- Resolution of questions of interpretation of Management Agreements

2.3 Responsibility of Centrally-Based Staff

Specialist central functions are as set out below:

Function	Dealt with by	Officer currently dealing
Quarterly payments of allowances	Tenant Management Initiatives	TMI Finance Manager
Rent accounts	Rent Income team	TMI Finance Manager
Calculation of Allowances	Investment Strategy	TMI Finance Manager
Rent arrears handbacks	Rent Income team	TMI Finance Manager
Right to Buy	Home Ownership Unit	Home Ownership Unit Manager
Housing Benefits	Revenue & Benefits Team	TBC
Housing Register – nominations & lettings	Housing Options	Principal Housing Needs Officer
Consultation and related matters	Community Engagement	Resident Involvement Manager

Shared responsibility:

Function	Dealt with by
Leasehold service charges and other leasehold management issues	Housing Operations/Home Ownership Unit
TMO Training	Housing Operations/Tenant Management Initiatives

Management Complaints Policy and Procedure Clause 16

1 Scope of the Complaints Policy

- 1.1 Any lawful resident of the TMO who has a complaint against the TMO, or those acting on its behalf, and has been unable to resolve the issue after discussion or correspondence with the TMO staff, may use the Complaints Procedure.
- 1.2 The Complaints Policy and Procedure is linked with other TMO policies, including:
- Repair Performance Standards
 - Performance Standards for Estate Services
 - Tenancy Management policies
- 1.3 Any resident who has a complaint against the Council, or those acting on its behalf, should use the Council's own complaints procedure. Complaints about the Council which are made to the TMO will be passed to the Council within 3 days.

2 Types of Complaint Covered under this Policy

- 2.1 The Complaints Procedure is appropriate in the following circumstances:
- Complaints about any service provided by the TMO, such as;
 - repairs undertaken to a dwelling or the communal areas;
 - the standard of caretaking and cleaning
 - the rent collection service
 - how the TMO deals with tenancy management issues
 - Complaints about the behaviour or performance of an employee of the TMO, or anyone acting on the TMO's behalf;
 - Claims for compensation for disrepair or loss of services provided by the TMO
 - Complaints about the behaviour or performance of a member of the Management Committee

3 Types of Complaint not Covered by this Policy

- 3.1 Complaints made more than 12 months after the resident first became aware of the issue they wish to complain about will not normally be considered.
- 3.2 Disputes between residents are not subject to the Complaints Policy, but are dealt with by the Residents' Disputes Policy and Procedure.
- 3.3 The following types of complaint, if not resolvable locally, should be referred to the Council:
- Complaints about rent levels or service charges;
 - Complaints about the construction of service charges
 - Complaints about services provided directly by the Council

- Complaints about the behaviour or performance of an employee of the Council, or anyone acting on the Council's behalf such as a contractor appointed by the Council;
- Claims for compensation for disrepair or loss of services provided by the Council

4 Making a complaint

- 4.1 All complaints must be made in writing.
- 4.2 The TMO Manager will provide assistance to those who require help in putting their complaint in writing. If the Manager is the subject of the complaint, the complainant should be referred to the Secretary of the TMO.
- 4.3 Complaints should normally be addressed to the TMO Manager at the TMO's office. Where appropriate, the complaint should be addressed to the Secretary of the TMO at the same address.

5 The Complainant's Rights

5.1 Confidentiality

All complaints made about the TMO's services, or those acting on its behalf, will be treated in the strictest confidence. The full report of any investigation will only be available to the Manager or, if it relates to the manager or actions of the Management Committee, it will be available to the Chair/Secretary of the TMO.

5.2 Rights of Representation and Support

- The complainant may be represented by any person of their choice.
- The complainant may be accompanied during any interview or investigation by a friend, witness or advocate.
- The complainant has the right to the assistance of a translator or interpreter, if required
- Where the complainant requires the help of a translator or interpreter, a contribution may be made to any costs at the discretion of the Management Committee of the TMO.

5.3 Right of Appeal

If the complainant is not satisfied with the response to his/her complaint, the complainant may appeal in writing to ;

**Customer Resolutions Team
Customer Experience Division
Southwark Council
PO BOX 64529
London
SE1P 5LX**

The appeal will be dealt with in line with Southwark Council's Complaints Procedure

6 Investigation of Complaints

- 6.1 Complaints will be investigated by the TMO Manager or, where appropriate, the Secretary of the TMO or a person appointed by the Secretary.

- 6.2 The person responsible for investigating a complaint may use face-to-face interviews, and other evidence – such as police, medical, environmental health records, surveyor reports, referrals to/from other authorities – in order to reach a fair decision on the complaint.
- 6.3 The person responsible for the investigation will compile a detailed report with the following contents:
- The nature of the complaint(s) and how it/they relate(s) to the TMO's responsibilities and standards of performance;
 - Details of those providing evidence about the complaint
 - The evidence or statements provided;
 - The conclusion and recommendations of the investigating officer
 - A document summarising the complaint, investigation and conclusion
- 6.4 The TMO Manager/Secretary will acknowledge all complaints within 5 working days of receipt. The TMO will notify the complainant in writing of its conclusions within 15 working days of receiving the complaint.
- 6.5 In acknowledging the complaint, the TMO will provide the complainant with the contact details of the investigating officer and the deadline for the completion of the investigation.
- 6.6 The outcome of all complaints, together with outstanding complaints, must be reported to each meeting of the Management Committee

7 How Decisions will be Taken and Communicated

- 7.1 When the response to the complaint has been decided, it should be included in the summary document and sent to the complainant.
- 7.2 The summary should state whether or not the complaint has been upheld.
- 7.3 If the complaint has been upheld, the summary should state:
- What action will be recommended to the Management Committee to rectify the cause of complaint;
 - What compensation, if any, will be recommended to the Management Committee.
- 7.4 If the complaint is not upheld, the summary document should state:
- The main grounds on which the complaint has not been upheld and (if applicable) the main grounds on which the claim for compensation has not been upheld.

8 Record Keeping and Monitoring

- 8.1 A record of the investigation will be kept on the tenancy file of the resident making the complaint and is confidential to the tenancy file
- 8.2 The Estate Manager will keep a summary sheet of each complaint showing
- The nature of the complaint
 - How it was dealt with
 - The response time
 - The service area complained about
 - The outcome of the complaint

- Whether the decision was appealed, and outcome

8.3 A report outlining all complaints will be presented to the Management Committee quarterly.

8.4 An annual review of performance and of the Complaints Procedure will be carried out by the Management Committee. A copy of this review will be sent to Southwark Council

TMOs and Housing Arbitration – Guidance Note

Southwark's Tenancy Agreement provides council tenants with the right to refer a housing dispute to the Housing Arbitration Panel. The Arbitration process is distinct from the Complaints Procedure. Arbitration may be requested for the following issues.

- a) arising out of alleged breach by either the Council or the tenant of her/his obligations under the Tenancy Agreement or otherwise imposed by law
- b) as to whether works are major works within the meaning of Clause 22 of the Tenancy Agreement (see also *Repairs Policy*)
- c) as to whether the tenant should be transferred to suitable accommodation while major works are being carried out and to return to the dwelling house on contractual completion of the works, or to be transferred permanently to suitable alternative accommodation
- d) as to the suitability of accommodation for the purposes of Clauses 22(2) and 22(3) of the Tenancy Agreement
- e) as to whether any consent required under the Tenancy Agreement has been withheld, whether such consent has been unreasonably withheld, or whether such consent has been given subject to an unreasonable condition
- f) as to who is entitled to the tenancy of a deceased tenant from amongst persons claiming to be qualified to succeed. In this case the procedure is the same as if the parties were the tenant and the Council but for "the tenant" there is substituted "anyone claiming to be qualified to succeed the tenant"
- g) as to information which may be referred to the Arbitration Tribunal under Clause 24(3) (Information for Tenants) of the Tenancy Agreement
- h) as to whether the tenant had reasonable excuse for failing to provide access under Clauses 14(4) and 14(6) of the Tenancy Agreement or the Council had reasonable excuse for failing to keep an appointment under Clause 14(5)

Arbitration can be initiated by tenants or leaseholders (individually or collectively), the Council or its agents, including a TMO. A tenant may request that an issue is dealt with by the Arbitration Panel without using the TMO's (or the Council's) Complaints Procedures. If one party requests an Arbitration Panel, all parties to the dispute must accept the tribunal's decisions. Arbitration can only be used to address issues that have occurred within six years of the request for arbitration.

Leaseholders are expected to follow the Council's or TMO's complaint process before applying to the Arbitration Panel, though this may be waived at the discretion of the Customer Resolution Manager.

Service areas which can be subject to Arbitration include responsibilities of TMOs, such as tenancy management, repairs and other services, consents and succession. The Council recognises that TMOs can set their own priorities and procedures in respect of repairs and that these will be taken into account in the arbitration process, as long as they conform to the minimum requirements of the Tenancy Agreement. The same principle applies to all areas where TMOs set their own performance targets and procedures.

TMOs need to be aware that they may be a party to an Arbitration case and will also be bound by the decision of the Arbitration Tribunal. The Tribunal has the power to award compensation in cases of repairs or decorating, grant declarations or order any of the parties to comply with the Tenancy Agreement or law. The Tribunal can award costs. Any costs or compensation awarded to the tenant or leaseholder for an area of service delegated to the TMO under the Management Agreement will be met by the TMO.

Arbitration hearings are organised by the Council's Complaints team in the Housing Customer Experience division. The Council will inform the TMO of any request for an Arbitration hearing within 5 working days of receiving the request. Should the Council fail to do so the Council will be liable for any additional costs or compensation arising from the delay to notify the TMO.

TMOs will provide whatever information the Council reasonably requests for an Arbitration. The Council will similarly provide the TMO with relevant information when a TMO is a party to an Arbitration Tribunal. Any information requested will be provided within 5 working days by either party. Should either the TMO or the Council be unable to do so then this period may be extended by agreement. Such agreement will not be unreasonably withheld.

A full report is generally expected for each Arbitration hearing and an officer from the TMO should attend, along with any witnesses the TMO wish to call.

TMOs agree to be bound by the decision of the Arbitration Tribunal. The TMO manager will report on each arbitration hearing affecting their TMO to its Management Committee at the first meeting following the Arbitration hearing. The report will include the reason for the arbitration, the decision of the Tribunal and its implications for the TMO.

Alternative Dispute Resolution Procedure

Clause 18

- 1.1 The following Alternative Disputes Resolution Procedure is still under development and may change subject to agreement.
- 1.2 The Procedure is voluntary and provides a framework for resolving disputes between Southwark Council and the TMO. Where, after following the process, it is not possible to achieve resolution, the dispute can be taken to outside arbitration.
- 1.3 Where possible, the TMO will seek to resolve a dispute through mediation. The TMO and the Council may use any other mediation process or service to resolve a dispute, subject to agreement between of both parties.

2 Stages of the Procedure

- 2.1 The Alternative Disputes Resolution Procedure is to be used when other means have been exhausted. The Procedure is run by a Volunteer Panel led by a Central Co-ordinator.

Stage One – Initial Assessment

Both the TMO and the Council submit the grounds of the dispute to the Central Co-ordinator

If use of the Procedure is deemed appropriate, the Central Co-ordinator will pass the details of the dispute to 2 members of the Volunteer Panel. Cases which the Co-ordinator will normally refer automatically include:

- A dispute that has already gone to mediation and has still not been resolved
- The Council has served a Breach Notice on the TMO, which the TMO considers unfair
- The TMO has served a failure Notice on the Council to which the Council has not responded satisfactorily
- The Council believes that a Special Review is required and has agreed that it may be undertaken under this Procedure
- The Council has served a Supervision Notice on the TMO and has agreed that the Volunteer Panel can monitor its implementation
- Any other situation in which there is a dispute of a serious nature

The Panel members will interview both parties to the dispute and complete an initial evaluation, including

- A description of the issues in dispute
- Reference to the appropriate part of the Management Agreement
- Action taken so far to resolve the dispute
- The scope for mediation
- Action required to rectify or solve the problem

The Panel members' report will be sent to the parties to the dispute by the Central Co-ordinator.

The Central Co-ordinator will arrange for a meeting between the parties and the Volunteer Panel members to discuss the report with the aim of reaching a resolution to the dispute.

If agreement cannot be reached, within one month of the completion of the Initial Assessment, the case will be referred to Stage Two. It is expected that only a small proportion of disputes will be referred.

Stage Two – Disputes Panel

The Disputes Panel will consist of members of the Volunteer Panel, but not those involved in Stage One, unless with the consent of both parties to the dispute.

The Disputes Panel will enable both parties to present their side of the dispute and will attempt to address all outstanding issues.

The Disputes Panel will make a ruling.

If the final ruling is not accepted by both parties to the dispute, the case can be taken to Stage Three.

Stage Three- Appeals Panel

The Appeals Panel will be convened within one month of the Disputes Panel's ruling. It will consist of three members of the Volunteer Panel, who have not been involved with the case during previous stages.

The Appeals Panel will consider the Initial Assessment report and the recommendations and the Disputes Panel's, and will interview both parties to the dispute in order to reach an amicable resolution to all outstanding issues.

The Appeals Panel will make a final ruling.

If the dispute has still not been resolved to both parties' satisfaction, the case can be dealt with through the Chartered Institute of Arbitration Scheme for Local Housing Authorities and TMO's (Schedule 7 to this Chapter).

Chapter 7 Arbitration Procedure

Schedule 6 Clause 18

The TMO will use The Chartered Institute of Arbitrators Arbitration Scheme for Local Housing Authorities and Tenant Management Organisations

1 Introduction

- 1.1 This scheme, which was been approved by the Office of the Deputy Prime Minister (ODPM), applies to disputes between a Local Housing Authority (Authority) and a Tenant Management Organisation (TMO) arising under either:
- (a) regulation 4 of the Housing (Right to Manage) Regulations 1994; or
 - (b) an agreement entered into pursuant to regulations 1 to 10 or regulation 11 (agreements entered into voluntarily) of those Regulations.
- 1.2 Arbitrations under these rules may be conducted:
- (a) Using written submissions and documentary evidence only without a hearing; or
 - (b) With both written submissions and an oral hearing.

2 Scope of the scheme

- 2.1 *The scheme uses arbitration as a method of resolving disputes between an Authority and a TMO under regulation 4 of the Housing (Right to Manage) Regulations 1994 or subsequent legislation or an agreement entered into pursuant to regulations 1 to 10 or regulation 11 (agreements entered into voluntarily) of those Regulations.*
- 2.2 *Applications for arbitration under the scheme in respect of a dispute do not relieve any party from any obligation it may have to pay the other party or parties any other amounts which are due and are not in dispute.*
- 2.3 *The scheme is intended to allow the parties to present their case without the need for legal representation, although parties may be represented by a third party of their choosing at their own expense if any, and after notification to the other party or parties to the dispute.*
- 2.4 *The arbitrator will have the right to call for additional evidence on any relevant matter, from any party, in writing or orally, if he / she deems it necessary to do so in order to reach a resolution of the dispute in accordance with relevant law, the 1996 Arbitration Act and any contract or agreement in existence between the parties.*

2.5 The Institute administers the scheme independently and the appointment of the arbitrator under the scheme is within the Institute's exclusive and unfettered control. Arbitrators chosen for appointment have been approved by the Secretary of State for the purpose of acting as an arbitrator in connection with the Housing (Right to Manage) Regulations.

3 Making an application

3.1 Applications for arbitration must be made on the designated application form, available from The Chartered Institute of Arbitrators, The International Arbitration and Mediation Centre, 12 Bloomsbury Square, London, WC1A 2LP. Telephone 020-7421-7444; Fax 020-7404-4023; email drs@arbitrators.org.

3.2 The Institute will appoint an arbitrator from its panel of arbitrators specifically created for this scheme, and inform the parties at an appropriate time in the proceedings.

3.3 Whilst making the application either party can elect for it to proceed under a documents-only procedure designed to offer quick and cost-effective decisions where the matters are not too complex.

3.4 Alternatively, either party can request an oral hearing.

3.5 Both parties will submit with the application form a case fee the amount of which is specified on the application form.

4 The arbitration procedure

4.1 In making an application the party making the application (the claimant) will submit its application and full claim with supporting evidence with the application form.

4.2 Upon receipt of the application and full claim the Institute will forward a copy to the other party (the respondent) who will be given 21 days by the Institute to set out its defence.

4.3 The claimant will be sent a copy of the defence and will be allowed a 14 day period in which to submit comments on the defence.

4.4 No extensions of time are allowed under the documents-only arbitration process, except by consent of both parties and the arbitrator (if appointed at that stage).

4.5 If it was indicated on the application form that the matter would be dealt with under documents-only arbitration, the arbitrator will make his / her award within 14 days of receipt of all relevant case papers. The Institute will publish the award to the parties.

4.6 If it was indicated on the application form that an oral hearing is required, the Institute will forward the complete case file to the arbitrator and arrange an oral hearing with the parties.

4.7 The oral hearing will be held at the premises of the Authority or other mutually agreed location, and is limited to and will not exceed 4 hours in duration. The arbitrator shall determine all matters of procedure and evidence in relation to the hearing.

4.8 If the arbitrator requires further information in order to reach an award, he / she may require the provision of any further documents, information or submissions that he / she considers would assist him / her in the decision and will use the most timely and appropriate form of written or verbal communication to seek and obtain such evidence. If the party or parties do not make that additional evidence available within the time prescribed by the arbitrator, he / she may proceed on the basis only of the evidence already before him / her.

4.9 The Institute will publish the arbitrator's award, with reasons, after the arbitrator has considered all submissions and evidence, including oral evidence, if any.

5. The award

5.1 Any award made under the scheme is legally binding on all parties, and can only be challenged within the statutory time limits on the following grounds:

- (a) a challenge to the substantive jurisdiction;
- (b) a claim of serious irregularity;
- (c) an appeal on a point of law.

Legal advice should be sought if further information about these grounds and the procedures for challenging an award are desired.

5.2 Any payment indicated in the award must be made directly between the parties within 21 days of its publication and not through the arbitrator or the Institute.

6 Arbitrator's powers

6.1 The arbitrator shall be and remain at all times during the arbitration independent of the parties, and have regard only to the relevant law, statutory guidance given by the Secretary of State and the agreement between the parties.

6.2 The arbitrator should also act expeditiously, and in a way that provides a fair award in resolution of the dispute.

6.3 The arbitrator may, in his / her absolute discretion, refuse to consider documents or other evidence not submitted within timescales set down by the scheme or given by him / her in direction to the parties.

6.4 The arbitrator shall have full jurisdiction to decide his / her jurisdiction in the event of a dispute about jurisdiction arising.

6.5 In addition to the arbitrator's powers mentioned in 6.1 to 6.4 above, the arbitrator shall also have the power to:

- (a) allow submission of further evidence and the amendment of the claim or defence;
- (b) order the parties to produce goods, documents or property for inspection;
- (c) conduct such enquiries as may appear to the arbitrator to be desirable;
- (d) receive and take into account any oral or written evidence as the arbitrator shall decide to be relevant;
- (e) at the expense of the Authority, appoint an expert to report on specific issues or take legal advice;
- (f) award interest whether or not claimed;
- (g) proceed with the arbitration if either party fails to comply with these rules or with the arbitrator's directions, or if either party fails to attend any meeting or inspection ordered by the arbitrator but only after giving that party written notice;
- (h) terminate the arbitration if the arbitrator considers the case to be incapable of resolution under the scheme or if the parties settle their dispute prior to an award. If the case is settled the parties must immediately inform the Institute in writing of the terms of the settlement and the arbitrator shall record them in an agreed award enforceable under the 1996 Arbitration Act;
- (i) determine any question of law arising in the arbitration.

6.6 In addition to the powers conferred by these rules, the arbitrator shall have the widest discretion permitted by law to resolve the dispute in a fair, just, speedy, economical and final manner in accordance with natural justice.

7 Arbitration costs

7.1 The parties will pay the arbitrator's fees to the Institute as determined by the arbitrator in the award.

7.2 The Institute's administration fee is the registration fee paid by the parties when an application for arbitration is submitted. Details of the level of registration fee are available on the scheme application form.

7.3 The arbitrator's fee is £500 plus VAT for a documents-only arbitration, and £1,000 plus VAT where there is an oral hearing. Where there is an oral hearing the arbitrator will have considered the papers submitted to-date in the arbitration prior to the hearing.

7.4 The arbitrator shall have a discretion to order one party to reimburse all or part of the other party's registration fee to that party.

7.5 No legal proceedings may be brought by one party against the other for recovery of costs incurred during the arbitration.

8 Confidentiality

- 8.1 No party involved in any arbitration under the scheme, nor the Institute or the arbitrator shall disclose explicit details of the proceedings, award, and reasons for the award to any third party to the case.
- 8.2 Notwithstanding 8.1, all parties, in agreeing to the resolution of disputes under the scheme, give permission to the Institute to gather, retain and publish statistical and other information on such disputes whilst preserving the anonymity of parties.

9 Reservation of service

- 9.1 The Institute reserves the right to decline an individual request to appoint an arbitrator.

10 Miscellaneous

- 10.1 With reference to section 57 of the 1996 Arbitration Act, the arbitrator may on his own initiative, or on the request of one of the parties:-
 - (a) correct an award as to remove any clerical mistake or error arising from an accidental slip or omission or clarify or remove any ambiguity in the award; or
 - (b) make an additional award to deal with any claim (including a claim for interest or costs), which was presented to the arbitrator but was not dealt with in the award.
- 10.2 Nothing herein shall prevent the parties agreeing to settle the differences or dispute arising out of the agreement without recourse to arbitration.
- 10.3 Nothing herein shall prevent the parties from appealing the award to the High Court in terms of the 1996 Arbitration Act, should the need arise.
- 10.4 If necessary the Institute shall appoint a substitute arbitrator and shall notify the parties accordingly.
- 10.5 The scheme is subject to revision and amendment from time to time. The edition of the scheme in force at the time the dispute arises shall govern any arbitration under the scheme.
- 10.6 Neither the Institute nor the arbitrator can enter into any correspondence regarding an award issued under the scheme.

- 10.7 Neither the Institute nor the arbitrator shall be liable to any party for any act or omission in connection with the arbitration conducted under these rules.

**APPLICATION FORM
ARBITRATION SCHEME FOR LOCAL HOUSING AUTHORITIES AND
TENANT MANAGEMENT ORGANISATIONS
(2004 Edition)**

Please read the scheme's rules carefully before you fill in and return this form.

1 TMO's contact details

Full name of TMO:	
Address:	
Full name of Authority:	
Address:	

Arbitration
(aimant)
when the

tion:
m each party

m each party

5 Declaration

Please read the statements below before signing this form.

- We have read and understood the Arbitration Scheme for Local Housing Authorities and Tenant Management Organisations.
- We are applying for you to appoint an independent arbitrator ?, in accordance with the rules of the Arbitration Scheme for Local Housing Authorities and Tenant Management Organisations.

- We understand that the independent arbitrator's award is legally binding.
- We have attached the relevant registration fees in accordance with section 4 above.

TMO's signature:

Date:

	/		/	
--	---	--	---	--

Authority's signature:

Date:

	/		/	
--	---	--	---	--

Now return this form to:

Dispute Resolution Services
The Chartered Institute of Arbitrators
12 Bloomsbury Square
London WC1A 2LP

Code of Confidentiality

Confidentiality Policy and Procedures

Introduction

TMO staff, contractors and members of the Management Committee frequently come into contact with confidential information. Confidentiality must always be observed.

The TMO will treat all information relating to tenants and leaseholders in the **Property** as strictly confidential. The TMO will only use such information for the purpose of fulfilling its responsibilities under this Agreement. The TMO will comply with all legislation concerning access to information and data protection. This Code relates to all information that the TMO may have access to in its roles as:

- Managing agent of the Property
- A community run organisation.

The TMO is registered as a data user and must comply with the requirements of the [Data Protection Act 1998](#) or any subsequent legislation.

The Confidentiality Policy is intended to give guidance to both staff and members of the Management Committee.

Data Protection Act

The Data Protection Act 1998 places legal requirements upon the TMO.

It is an offence under the Data Protection Act to disclose information stored in a computer or contained in a printout, by which a living person may be identified to unauthorised persons. Disclosures are 'authorised' if the person or organisation receiving the information is specified in the TMO's data register entry or the disclosure is permitted by specific statute.

Unauthorised disclosure is a civil offence (and in some circumstances, criminal) whether caused intentionally or unintentionally. The TMO is committed to ensuring professional standards of confidentiality are maintained. If a member of staff is in doubt about whether or not to disclose information, they should ask their line manager or an officer of the Management Committee for advice.

The Act also gives rights to residents to check the completeness and accuracy of data about them which are stored on computer and, if necessary, to have them corrected. The TMO must have in place a system for handling enquiries under the Data Protection Act 1998.

Responsibility for ensuring that the TMO complies with the requirements of the Data Protection Act rests with the Chair of the Management Committee and the TMO Estate Manager.

The TMO recognises residents' expectations that their personal information will be handled to the highest standards of confidentiality and integrity and will actively

promote awareness of and compliance with the eight data protection principles embodied in the Act.

Personal data will be

- (i) Obtained and processed, fairly and lawfully.
- (ii) Held only for the purposes described in the TMO's register.
- (iii) Used only for the purposes and disclosed to those people described in the registration.
- (iv) Adequate, relevant and not excessive for the purpose.
- (v) Accurate and up to date.
- (vi) Held no longer than necessary.
- (vii) Accessible by the person concerned and where appropriate, the information will be corrected or erased.
- (viii) Surrounded by appropriate security measures to prevent:
 - unauthorised access to an alteration, disclosure or destruction of the personal information, and
 - accidental loss or destruction of the personal information.

The Freedom of Information Act 2000

The aim of the Freedom of Information Act is to open up the workings of Government and other public bodies. The Act is guided by the general principal that people have a right to information and do not have to demonstrate a need to know.

The Act requires that any person making a request for information from a public authority

- Be informed in writing by the public authority whether it holds information of the nature specified in the request
- If that is the case, to have the information communicated to him/her.

The request must be dealt with within working 20 working days.

The TMO prides itself on its openness and transparency. The TMO will respond positively and efficiently to all requests for information. Though there are some exceptions laid down in the Act, the TMO will endeavour to provided information wherever possible.

Tenants' and Applicants' Records

The TMO will hold personal and confidential information relating to tenants and applicants for housing.

To ensure that the confidentiality of personal information is maintained, the TMO expects its staff and contractors to observe the following guidelines:

- (i) to treat personal data with care
- (ii) to check the identities of people before:
 - discussing information by phone, or
 - disclosing information in interview
- (iii) to check there is a 'Need To Know' basis before disclosing internally
- (iv) to dispose of waste computer listings as Confidential Waste
- (v) to ensure that residents cannot read a visual display screen
- (vi) to secure the data on discs or in PC's
- (vii) not to leave a screen unattended and 'logged in'
- (viii) only to use personal data to assist in carrying out the TMO's work

- (ix) only disclose personal data to those people with a right to know
- (x) only disclose personal data to those authorised by the registration.

Members of the Management Committee will not generally be given access to personal and confidential information relating to individual tenants or applicants, unless a case is referred to the Committee for consideration. In such circumstances, Committee members must treat the information as confidential, and not disclose it to any person outside the TMO.

Committee Papers

Some items in papers referred to the Management Committee will be of a confidential nature.

In such cases, the papers will be clearly marked as confidential. Committee members and staff should not disclose any matter relating to a confidential report to any person outside the TMO.

TMO Confidentiality

Committee Members and staff have access to information relating to the affairs and business of the TMO, its contractors and consultants, which is confidential for commercial reasons.

Committee Members and staff must ensure that they do not discuss information which is commercially confidential with any person outside the organisation.

All Committee Members are required to sign a statement of confidentiality.

The following declaration is to be signed by each Styles House Committee member on taking up office and by each member of staff as soon as is practicable after appointment:

I acknowledge the contents of the Styles House Code of Confidentiality which I have read and understood, and agree to uphold

Signed
Full Name (printed).....
Designation.....
Date.....

Chapter 8

The Schedule: Key Performance Indicators (KPIs)

The TMO's Key Performance Indicators enable it to measure its performance against the standards it is required to achieve under the Agreement. They are listed in Annex A to this Schedule.

Annex A consists of:

1) 18 Essential KPIs, for which targets will be agreed each year. These include relevant National Best Value Performance Indicators. The Essential KPIs cover performance under 5 main headings:

- i) rent collection and arrears,
- ii) maintenance and voids,
- iii) administration,
- iv) management
- v) training

2) A menu of Optional KPIs from which the TMO's Management Committee and the Council will agree those KPIs for the following Financial Year. The TMO may involve its manager and other staff in agreeing the optional KPIs, but selection and agreement is the responsibility of the Management Committee and not the manager.

The Council will adopt a "light touch" approach to optional KPI's for TMO's with a track record of good performance. However, where a TMO is performing poorly against its essential KPI's this is likely to trigger a more in depth use of the Optional menu.

The basis for selection of optional KPIs:

- TMO Services which the Council has identified as in need of improvement
- Services which the TMO has identified and for which the TMO will set targets to reflect local circumstances.
- Size of TMO
- Number and level of delegated responsibilities
- Length of time established and performing satisfactorily
- Whether the TMO has been served with a Supervision or Breach Notice

It is not intended that TMOs should be required to report on all, or even the majority, of options in the menu. Normally a maximum of 10 optional KPI's should be agreed each year.

In choosing from the optional KPIs menu, the TMO and Council agree to restrict the number of chosen options to ensure they are not so onerous as to prevent the **TMO** from fulfilling its obligations under the Management Agreement or to impair its ability to fulfil those obligations (See Chapter 8 Clause 3.4).

In order to ensure consistency of approach across all the TMO managed stock in Southwark, the Monitoring Officer will advise the Tenant Management Initiatives Unit Manager details of, and reasons for, the chosen options

In agreeing the annual targets for both essential and optional KPI's the TMO and Council will broadly reflect the targets set by the Council for the management and maintenance of the comparator area which is all LB Southwark's properties other than those managed by TMOs.

Equal Opportunities KPI's are not included in the Essential KPI section of this schedule. The monitoring of Equal Opportunities is carried out under Clause 5 of Chapter 8 of this agreement. However a range of Equal Opportunities Indicators has been included in the optional section, in case, for any reason, either party should wish to include Equal Opportunities KPI's in any year.

Annex A

1 Essential KPIs

BVPI = best Value Performance Indicator

P.I.	LBS no.	Definition	Target
		Arrears and Rents	
BVPI 66a	E1	Rent collected (current tenants) as % of rent owed (net debit + arrears carried forward)	
BVPI 66b	E2	No. of tenants more than 7 weeks in arrears as % of all tenants	
BVPI 66c	E3	% of tenants in arrears with a Notice Seeking Possession	
BVPI 66d	E4	% of tenants evicted for rent arrears	
	E5 29	% rent collected in each quarter	
	E6 30	%rent arrears each quarter	
		Maintenance	
BVPI 211a	E7	Proportion of planned repairs & maintenance expenditure compared to responsive maintenance expenditure	
BVPI 211b	E8	Proportion of expenditure on emergency & urgent repairs compared to non-urgent repairs expenditure	
HIPI 27	E9	% urgent repairs completed on time	
HIPI 28	E10	Average time (days) to complete non-urgent repairs	
		Voids	
BVPI	E11	Average re-let time (minor voids)	

212			
	E12	Void loss each quarter £	
	E13	Void loss each quarter %	
		Administration	
BVPI 8	E14	% of invoices paid within 30 days	
		Management	
LPHI 14	E15	% general correspondence answered within 10 days	
LPHI 16a	E15	% complaints answered on time	
LPHI 16b	E17	% complaints resolved at first stage	
		Training	
	E18 17	Training and development Spend per committee member each quarter	

Annex A 2 Menu of Optional KPIs

P.I.	LBS	Definition	Target
		Governance	
	1	Annual Report produced on time (+/- weeks)	
	2	High Priority audit recommendations in last year as a % of all audit recommendations	
	3	% of high priority audit recommendations outstanding	
	4	Decision to continue at each AGM after Y2	
	5	Code of confidentiality and code of governance signed by all Committee members	
	6	Register of interests established and up to date	
	7	Annual Review Meeting Report to AGM	
		Community Involvement and Communication	
	8	TMO produces and distributes to all residents a regular newsletter (at least quarterly) written in plain English	
	9	If there is demand for translation or provision of newsletters in another format or medium, the TMO takes reasonable steps to comply	
	10	At least one social event a year open to all residents	
		Customer Satisfaction	
	11	% of residents satisfied / very satisfied with services	
		Complaints and correspondence handling	
	12	Number of complaints per Quarter	
	13	Number of Members Enquiries received	
	14	% Members Enquiries dealt with on time	
	15	Number of letters and e-mails received	

		Financial Control	
	16	Audited accounts produced on time (+/- weeks)	
	17	Cumulative surplus / reserve fund per household	
	18	Surplus / reserve fund as a % of annual M &M allowances	
	19	Income variance in quarter (i.e. actual income compared to budgeted income)	
	20	Expenditure variance in quarter (actual expenditure compared to budgeted income)	
	21	Debt to asset ratio	
	22	% of allowances spent on management	
	23	Abbreviated Annual Report sent to all residents	
	24	Surplus fund shown on TMO balance sheet	
		Leaseholder Service Charges	
	25	Time-limits for response/provision of information: a) RTB & Social Home buy 10 days b) Alterations and permissions 14 days c) Pre-Assignment Enquiries 5 days/24 hrs d) Timely forwarding of correspondence address details 5 days	
	26	Accurate and timely provision of information for the construction of revenue service charges including open access to all books and records, timesheets etc	
	27	If and when applicable, accurate and timely provision of information for the construction of capital service charges including open access to all books and records etc.	
		Organisation and Strategy	
	28	Business Plan In Place and reviewed	
	29	Development Plan agreed and progress reviewed	
		Tenancy and Leasehold Management	
	30	Nuisance / ASB complaints made in one quarter	
	31	% of nuisance / ASB complaints responded to on time	
	32	Racial harassment complaints made in one quarter	
	33	% of racial harassment complaints responded to on time	
	34	% of unauthorised occupants	
	35	% of tenancy checks completed in quarter	
	36	Mutual Exchange Applications dealt with in under 42 days	
		Service Provision	
	37	Estate Inspections held on schedule and follow action taken	

		Staffing and Recruitment	
	38	Regular performance and training needs appraisal carried out for manager and all staff	
	39	Vacant posts advertised and Equalities policy adhered to. Terms and conditions and salaries regularly reviewed	
	40	Staff liaison officer or sub-committee in place and trained	
		Training and Development	
	41	Training opportunities available to all members of the Committee and Committee members encouraged to undertake training and develop their skills.	
	42	Use of training and communication budgets on agenda at all meetings.	
	43	TMO drafts Training Programme at start of each Financial Year	
	44	Report on training for staff and committee to each AGM	
	45	Copy of training report to be sent to Council	
		Member Provided Services	
	46	Allocation Panel has enough trained members	
	47	Carries out interview meetings within required timeframe	
		Equal Opportunities	
	48	Committee adhering to the equal opportunities policy and Procedure at all times?	
Ch 1 CI10. 3	49	Committee ensuring that all members, staff and contractors are aware of and comply with the TMO Equal Opportunities procedure	
	50	The TMO actively monitoring the needs of residents including language and disabilities	
	51	Annual Committee review and report on equal opportunities policy and practice.	
		Representation	
	52	Committee ensuring that membership of the TMO is as broad and as representative of the residents of the estate as possible	
	53	Committee will encouraging the active participation of residents from groups traditionally under-represented in the work of the TMO, including at Committee level	
	54	Committee striving to ensure that it includes representation from each area of the estate, tenants and leaseholders and reflects the ethnic and social diversity of residents	
	55	% of committee meetings held which were quorate on first call	
	56	% of households containing a TMO member	

	57	Representation of BME community on Committee	
	58	Representation of leaseholders on committee	
		Rent Arrears Handback (Rent Arrears Control Option C)	
	59	TMO hands over serious arrears cases in line with the provisions of Schedule 1 of Chapter 3 of the MMA	

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Annex B The Council's KPI's

Annex B consists of the Council's Key Performance Indicators, to enable it to measure its performance against the standards it is required to achieve under the Agreement. The basis on which the Indicators have been set is to identify Essential KPIs which must be set each year, (Part 1) and a menu of optional KPIs (Part 2) from which the **TMO and Council will agree to select each year**

There are currently no relevant Best Value KPIs for the Council's retained services.

Part 1 Essential Council KPI's

P.I.	MMA Ref	Definition	Target
	CH 4	Council sends service charge for coming year to TMO on receipt of the TMO's estimated annual budget.	
	CH4 Sch 1	4.2.2 Sending Out Service Charge Demands: Invoices will be issued quarterly: 1/4, 1/7, 1/10, and 1/1. Reminders will be issued 28 days later and letters sent in a further 21 days,	
	CH5	The Council will provide the TMO with an estimate of the management and maintenance allowances for the forthcoming financial year at least 3 months prior to the start of the financial year (Schedule 3)	
	CH3 8.2	Council gives TMO 6 weeks written notice of rent changes	
	CH4 Sch	Estimated Service Charge bills sent out by Council by end of March	
	Ch 4	Actuals sent out by Council by end September	
	Ch 7	Council to Review performance indicators with the TMO in September	

Part 2 Optional Council KPIs

	CH1 Cl 1	Council Insurances in place	
	Ch2 cl 9.3	TMO provided with a copy of the Council's Building Insurance policy and Guide	
	Ch 1	Council gives TMO access to training	
	Ch 4	Estimated bills sent out by the Council by the end of March each year, to comply with the terms of the lease. Actual bills should be sent out by the Council by the end of September each year	
		Council carries out / funds its retained repairing responsibilities	
	Ch 2	Council to advise TMO re Major Works details	

	CI 4	28 days before tender invites	
	Ch2 Sch 2	Council to advise TMO of Major Works tenders within 28 days of receipt	
	Ch2 Sch2	Council consult with TMO Project Group on Major Works from early stage	
	Ch 2 Sched 2	Council adheres to Three Stage Consultation Process for Major Works	
	Ch 2 CI6 Annex B	Council maintains and cleans garages and garage areas to a high standard	
	Ch 3 CI 7	Council gives the TMO timely notice of the Total Rent for each rental period	
	Ch 5 CI 2	TMO Allowances and VAT paid on time subject to any delays or adjustments arising from TMO rent payments to the Council	
	Ch 6 CI2.1	Council consults with TMO on changes to allocation scheme	
	Ch 6 CI 15	Council informs TMO within 14 days re Succession claims	
	Ch 6 CI17.2	Council keeps TMO informed on Right to Buy or other sales in the property	
	Ch 7 CI 9.2	Council responds to TMO requests for help within 21 days when made under Chapter 7 Clause 9.2	
	Ch 7 CI 12	Council notifies TMO within 5 days of any relevant legal proceedings	
	Ch 8 CI 3.2	Council holds a Monitoring and Development Meeting at least 6 monthly	

Annex C

In agreeing the annual targets for both essential and optional KPIs the TMO and Council will broadly reflect the targets set by the Council for the management and maintenance of the comparator area which is the retained, directly managed, London Borough of Southwark Housing Stock.

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