IMPROVING PLACES SELECT COMMISSION
15th June, 2016

Present:- Councillor Mallinder (in the Chair); Councillors Jepson, Jones, Marles, McNeely, Price, Reeder, Rushforth, Sheppard, Taylor, Walsh, Whysall and Wyatt, Mr. P. Cahill, Mrs. L. Sheers and Mr. B. Walker.

Councillor Beck, Cabinet Member for Housing was present at the invitation of the Chair.

Apologies for absence were received from Councillors Allen, Atkin and Buckley.

1. DECLARATIONS OF INTEREST

There were no Declarations of Interest made at the meeting.

2. QUESTIONS FROM MEMBERS OF THE PUBLIC AND THE PRESS

There no members of the public and press present at the meeting.

3. COMMUNICATIONS

The Chair suggested, given the membership of the Select Commission included a number of new Members, that consideration be given to holding meetings at alternate times of the day.

Members were requested to contact Christine Majer, Scrutiny Officer, with their preference of a morning or evening meeting.

4. MINUTES OF THE PREVIOUS MEETING HELD ON 13TH APRIL 2016

Resolved:- That the minutes of the previous meeting of the Improving Places Select Commission, held on 13th April, 2016, be approved as a correct record for signature by the Chairman.

5. TENANCY AGREEMENT FOR ROTHERHAM'S COUNCIL HOUSING TENANTS

Mr. D. Richmond, Director of Housing, Asset Management & Neighbourhood Services, and Mr. A. Heppenstall, Housing Projects Co-ordinator, presented the new Tenancy Agreement.

The new Agreement, together with the required preliminary Notice of Variation (as required under Section 103 of the Housing Act 1985) highlighting the proposed changes, had been issued to all tenants on 21st November, 2014, for a 12 week consultation period.

545 feedback documents had been received from tenants of which 479 were in favour of the new Tenancy Agreement. The issues that concerned the 35 unhappy respondents were:-

- 18 were unhappy about the move from a 48 to 52 week rent collection period
- 7 had concerns regarding having to maintain their own sheds
- 3 expressed dissatisfaction that only tenants living in properties with their own outdoor space and with private (rather than shared) access could keep pets that required time outdoors e.g. cats and dogs
- 2 suggested that the nuisance and annoyance clauses should be stricter
- 2 confused by the term 'flexible' tenancies and thought they would lose their 'secure' status
- 1 felt that the new Agreement was oppressive overall
- 1 felt they should be allowed to use their air rifle in their garden without seeking permission
- 1 suggested that it should be the responsibility of the Council to change light bulbs

Discussion ensued on the proposed Agreement with the following issues raised/clarified:-

- Was there a limit on how many animals are allowed without permission?
  This predominantly related to people who lived in flats. Each case would be looked at on its own merits

- There had been difficulty in residents being able to source replacement light bulbs without contacting the Council
  This would be referred to the Affordable Warmth and Sustainable Energy Co-ordinator

- Concern regarding properties such as bungalows that had special lights fitted that could not be accessed
  Some properties had very specialised sealed units and in those instances the Service would change them. Depending upon whether or not it was a specialist unit that people could get access to but, if they were finding it difficult for whatever reason, there may be some recharge

- It is a very poor response to the consultation
  It was a lengthy document that could have deterred tenants from responding. A tenants and residents survey had just been completed which had received a 30% return but had been a much easier document to complete

- The document was shared with the Area Housing Panel Chairs meeting and Quality Standards meeting but no feedback from either of those were contained within the document

- How would the Tenancy Agreement be enforced with the reduction in staff that had taken place?
  It was a good point and consideration had been given to increasing its robustness. Attempts had been made to define what was meant as a breach of the Agreement e.g. playing loud music

- There was a feeling that all Council tenants had been tarred with the anti-social behaviour brush. The policing of it would rely upon the neighbours to inform the Council
  The Service did rely upon information that came into the office. Since the ALMO had returned to the Council in 2011, the number of Area Housing Officers and supervisory staff had been increased, a new tier of Area Supervision staff created and the number of Anti-Social Behaviour Officers increased. The role of the Area Housing Managers was focussed largely on tenancy management and ensuring there was a focus on tenancy problems. The statistics showed that generally most people were happier now with how anti-social behaviour was dealt with than previously. Also Anti-Social Behaviour Officers were linked with Area Housing Teams

- How do you manage the gardens? Removal of privet for car parking – was that acceptable?
  There were a lot of problems that used to be rare but seemed to becoming more common. There were some grass root tenancy enforcement action that needed to take place. It was hoped that the new Agreement would send the message that certain behaviours were not acceptable. The Service did need members of the neighbourhoods to report any nuisances

- Would tenancy checks continue?
  Absolutely

- It was not felt that the Tenancy Agreement had been monitored in the past. A lot of neighbours felt too intimidated to report a nuisance as well as sometimes it being hard to distinguish which was a Council tenancy
  It had been the intention to give the Tenancy Agreement more depth so that tenants knew their roles and responsibilities. Very often when reported nuisance was investigated other issues were found which gave the Service the opportunity to inform the resident that they were at risk of losing their home

- Could it be included in the Agreement that a property had to have curtains/blinds up to the windows instead of newspaper which was not acceptable to the majority of residents?

Consideration would have to be given if this was a route that the Authority would want to follow i.e. stating how a tenant should furnish/decorate their property

- What about the Local Letting Policies?
  This was something the Council had decided to move away from due to the problems it was creating and not allowing other lifestyles to live anywhere but in 1/3 of the Authority's properties. However, the full Allocations Policy had been strengthened to allow the right to refuse properties and increase the checks on tenants. There were still some exemptions with regard to the type of property e.g. sheltered schemes and bungalows

  There was evidence of an increase in the number of evictions and enforcement action been taken against tenants

- Which properties were excluded from the Right to Buy?
  Essentially it was sheltered properties – properties that had additional services in which allowed exclusion

- No. 19(d) (Garden) – "You are responsible for the maintenance of any trees in the garden of the property; however, you must ask for permission to remove or cut down any tree in your garden". The clause should be retained should some tenants inherit a large tree when they rented a property
  It was the understanding that where there were large trees the Service was willing to have the Council's Tree Officer check particularly for health and safety type issues. There was a distinction to be drawn between a new property let to a tenant and what they were inheriting and an old tenant. The growth of trees during a tenancy period was largely down to the responsibility of that individual tenant. There were things that the Service could assist with e.g. Age UK to try and ensure that there were services out there to help people but would not take on responsibility for pruning of all trees in all gardens

- No. 22(b) (Improvement and Alterations) – Artexing ceilings. New tenants could inherit such decoration
  There were properties with artex already insitu when taking on a tenancy. The Service did not want to unnecessarily disturb artexing as it could contain asbestos and whilst ever it was secure in situ it would not cause a problem. Information would be supplied to a tenant to advise not to remove. There were technical officers that could inspect

- No. 14(b) (Animals) "You must not keep the following animals at your property – livestock". Were micro pigs considered livestock?
  The Service was aware that tenants had micro pigs and should not be confused with domestic livestock. Each case would be considered on its own merits

- No. 22(b) (Improvements and Alterations) “Install any CCTV monitoring cameras or other surveillance equipment”. What about dashcams which if positioned could be taking notice of peoples’ movements
  They could cause an issue. The advice always given if putting up a camera the screen of the monitor must face the curtilage of the property. Dashcams only worked when the vehicle’s ignition was on. New tenants were supplied with a DVD giving information on how they should be erected

- No. 22(b) (Improvements and Alterations) “Installation of new flooring including laminate flooring”. Tenants would not think they would need permission to put flooring down
  Attempts had been made to create a Policy and Tenancy Agreement that allowed the Service to deal with the fact that some people did things that were not practical or safe. Tenants were requested to ask permission of the Service of which the majority would be approved

- There were tenants who were very proud of their homes and changed certain things i.e. Internal doors, kitchens, bathrooms to a better standard than was there previously. Have we stopped removing the kitchens etc. to revert to the Council standard?
  Maintenance of the replacement was the issue particularly with regard to kitchens i.e. could the Service replace missing handles, doors etc. in the future. If a property was returned to stock that had a new kitchen of a reasonable standard and it was known that the previous kitchen had been nearing the end of its life cycle, it would remain but if it had doors/handles missing, it would be replaced

- No. 3 (Nuisance and Anti-Social Behaviour) “”Dogs or other pets fouling in gardens, public spaces and streets”. Cats could not be stopped from fouling in other places. Should it state “excluding cats”?

- No. 3 (Nuisance and Anti-Social Behaviour) “Littering, or allowing your litter (including cigarette stubs) to blow into another person’s garden or communal area”. How would anybody distinguish whose litter it was in their garden? Should it be “littering of any kind including cigarette stubs”?

- No. 3 (Nuisance and Anti-Social Behaviour) “using or allowing the use of off unlicensed bikes and scooters at the property” should read “… the use of off-road unlicensed …”

- No. 14g (Animals) “must not … allow any animal you keep at the property to foul in your home, your garden or in the shared areas or outside the property (on roads, footpaths or public spaces such as play areas)”. Should it read “fouling by any animal you keep at your property should be removed promptly”

- How did the Tenancy Agreement differ with regard to nuisance and anti-social behaviour?
  No. 3b (examples of nuisance, annoyance or disturbance) now included the playing of music at any time of the day or night, installation of outside lighting, littering, foul and abusive language and rowdy or inconsiderate behaviour, selling, possessing or distributing of drugs including prescription drugs and malicious communications

- No. 2 (Rent) (d) "It is your responsibility to apply for Housing Benefit.…" Makes it clear that it was the tenant's responsibility and not to expect the Council to check on their entitlement

- No. 13(b) (Vehicles) "You, other residents of your home or your visitors must not do major vehicle repairs or park an untaxed or un-roadworthy vehicle on the land ……." There should be some discretion and the situation monitored before enforcement action was taken

- No. 14(h) (Animals) "must not … allow any animal you keep at the property to foul in your home, your garden or in the shared areas or outside the property (on roads, footpaths or public spaces such as play areas)". This did not refer to modest bird feeding stations

- The Tenancy Agreement was in line with that of neighbouring authorities

The Agreement, together with the comments of the Select Commission, would be considered by the Cabinet on 11th July. Subject to Cabinet agreement, the statutory variation notice would be served with the new Agreement and Handbook the week beginning 1st August with the going live date of 12th September, 2016.

Resolved:- (1) That the Tenancy Agreement be supported.

(2) That an update be submitted 6 months after implementation.

6. MEMBERSHIP OF THE HEALTH, WELFARE AND SAFETY PANEL 2016/17

Resolved:- That Councillor McNeely be appointed as the representative from the Improving Places Select Commission to the Health, Welfare and Safety Panel for the 2016/2017 Municipal Year, with Councillor Taylor as the substitute representative.