

CABINET MEMBER FOR HOUSING AND ENVIRONMENTAL SERVICES

**Venue: Town Hall, Moorgate
Street, Rotherham.**

Date: Monday, 29 November 2004

Time: 9.30 a.m.

A G E N D A

1. To determine if the following matters are to be considered under the categories suggested in accordance with the Local Government Act 1972.
2. To determine any item which the Chair is of the opinion should be considered as a matter of urgency. (Pages 1 - 59)
Repairs DSO New Salary Scheme

Petition – Dearne Road, Brampton Bierlow

Updated Leaseholders' Guide and Progress with Leasehold Management
3. Tenant Satisfaction Survey for Direct Debit (Pages 60 - 62)
- to approve the issuing of quarterly Direct Debit statements for customers and the setting up of a 3rd Direct Debit cycle at the first of every month
4. "Going Local" Initiatives Evaluation (Pages 63 - 88)
- That the successful initiatives tested in "Going Local" continue to be rolled out as part of the Service's restructuring to support the Almo and Neighbourhood Management
5. Exclusion of the Press and Public
Resolved:- That, under Section 100A(4) of the Local Government Act 1972, the press and public be excluded from the meeting for the following item of business on the grounds that it involves the likely disclosure of exempt information as defined in those paragraphs indicated below of Schedule 12A to the Local Government Act 1972:-
6. Rents for Properties leased to South Yorkshire Housing Association (SYHA) (Pages 89 - 91)
(Exempt under Paragraph 7 of the Act – financial/business affairs of a company other than the Authority)
7. Cemeteries Grounds Maintenance and Grave Digging Services (Pages 92 - 100)
(Exempt under Paragraph 9 of the Act – negotiation of terms for the provision of services)

ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS

1.	Meeting:	Cabinet Member, Housing & Environmental Services
2.	Date:	29th November 2004
3.	Title:	Repairs DSO New Salary Scheme
4.	Programme Area:	Neighbourhoods

5. Summary

Progress report on the recently introduced salary scheme for DSO repairs and maintenance operatives.

6. Recommendations

THAT CABINET MEMBER NOTE THIS REPORT.

7. Proposals and Details:

7.1 One of the key criticisms of the repairs and maintenance service arising from the first Audit Commission inspection in 2002, was the impact that the bonus remuneration system had on service quality and organisational efficiency. A consequent recommendation therefore was that Housing Services needed to review this system, and replace or ameliorate it.

7.2 In 2003, a working party of Housing Services and Human Resources officers, together with Trade Union representatives, was established to carry out a review and identify a mutually beneficial solution. During this period, the Going Local pilot tested an early version of the scheme based on average bonus payments which achieved very positive impacts on service quality, organisational efficiency, and staff satisfaction.

7.3 Proposals were brought to Cabinet Member on the 15th April 2004, setting out a new salary scheme for craft employees. The proposals included a number of key changes relating to the new payment system. These were:-

- Multi- skilling, to achieve more 'right first time' completions;
- Four day working weeks with earlier start times/later finishing times;
- Introduction of monthly pay, with incentives linked to becoming multi-skilled;
- Agreement to the use of palm held IT at a future date;
- Bank Holiday Tuesdays to become normal working day;
- Performance monitoring;

7.4 On the introduction of the scheme, it was agreed that a quarterly monitoring review would take place jointly between management and the trade unions to ensure its smooth operation. This report outlines the results of the first monitoring meeting.

7.5 Generally there have been very few problems with the 360 operatives that have benefited from the new scheme. Those there have been are minor personal enquiries which have been resolved promptly at a local level. In the majority of cases, operatives have been aligned to a salary point commensurate with their skills and ability, while operatives have had to demonstrate both willingness and ability in order to progress to a multi skilled rate of pay. Operatives are encouraged to develop their skills with the help of any training, mentoring or shadowing which the service can provide. The number of operatives currently classed as multi skilled is 309, which represents 86% of the workforce and is in line with Service Improvement Plan targets.

7.6 Trade unions and management agree that the scheme will have a significant impact on customer satisfaction, which is borne out by the latest customer satisfaction reports currently running at 92%. It will also make a considerable

contribution to workforce stability and industrial relations harmony at a time when the construction market is exceptionally buoyant.

7.7 The new salary payment system for craft employees resulted in considerable benefits to the workforce in terms of some additional remuneration, and job enrichment. For the service, the flexible working patterns which have been introduced since July keep in line with the 37 hour working time agreement but extend the working day, enabling more appointments to be made, and more jobs to be completed in the same day rather than carried over.

7.8 There are a number of issues that continue to be addressed, in particular productivity is being closely monitored. Following information from other organisations who have replaced their bonus systems, it was expected that there would be an initial negative impact. While customer satisfaction is the core guiding principle of these service changes, there are cost parameters which cannot be exceeded. A process of analysing service delivery statistics is underway, and early indications show inaccurate recording of information by individual operatives on documentation returned on completion of work. Other issues concern the prompt supply of materials which if left unchecked create problems in service delivery performance, and attendance. The former issue is being examined jointly with RBT and the latter with Human Resources..

7.9 Most of the action points listed in the original agreement have now been introduced, the latest being that craft workers moved in November onto a monthly payment of salary (prior to this they were paid weekly).

7.10 The remaining outstanding action points are;

- Emergency team pay agreement:

Discussions with the trade unions re the emergency team are ongoing to determine what changes are appropriate to their (complex) terms and conditions to bring them into line with the majority of craft workers. It is envisaged that this issue will be resolved by December 04.

- Palm Held Technology:

Review of the present IT system incorporates the future use of palm held technology for craft operatives to enable further flexible working across the service. Current upgrades to back office systems are scheduled to be in place for March 05. It is intended to pilot a scheme for implementation by March 2005.

7.11 Management and unions have agreed to quarterly reviews of progress which will be reported for the next nine months. It is anticipated that the next report will provide a clear picture of the impact on productivity and performance of this scheme.

8. Finance

Additional costs will be reported when RBT proposals are finalised for the upgrading of the back office systems to support the palm held technology. However, the substantial reductions in overtime required to enable the bonus to be replaced have been maintained, with a rigorous monitoring system in place to identify accountability for all remaining items of overtime that are required.

9 Risks and Uncertainties:

The primary risks attaching to replacement of the bonus were resourcing, and falls in productivity. As identified under finance, resourcing has been identified and controlled, and as per progress details, productivity levels are being monitored to identify required interventions.

10. Policy and Performance Agenda Implications:

10.1 The introduction of the new salary scheme has placed greater emphasis on providing a quality repairs service that is customer focused, and meets the requirements of the ALMO strategy. The ALMO requires that its repairs and maintenance service meets at least a two star threshold to enable access to additional funding to meet Decent Homes.

10.2 Beyond the ALMO, the service also needs to support the Council's Neighbourhood Management strategy, which means switching its emphasis from responsive to planned maintenance.

11. Background Papers and Consultation

Audit Commission Report – Repairs and Maintenance Inspection-February 2004
Audit Commission Report- Almo Indicative Inspection Report October
2004

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ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS

1.	Meeting:	CABINET MEMBER FOR HOUSING & ENVIRONMENTAL SERVICES
2.	Date:	29 November 2004
3.	Title:	Petition - Dearne Road/Chapel Avenue area of Brampton Bierlow
4.	Programme Area:	Neighbourhoods

5. Summary

In January 2003 the Council received a petition from 35 residents of Dearne Road/Chapel Avenue/Chapel area of Brampton Bierlow complaining about the problems of youth nuisance, burglaries and vandalism in the area. This report updates members on action taken and the latest situation.

6. Recommendations

THAT MEMBERS NOTE THE PROGRESS MADE TACKLING ANTI-SOCIAL BEHAVIOUR IN THE DEARNE ROAD/CHAPEL AVENUE AREA OF BRAMPTON.

THAT A DONATION OF £50 BE MADE TO THE BRAMPTON TARA TO ASSIST WITH THE COST OF PRODUCING A NEWSLETTER.

7. Proposals and Details

7.1 Youths congregate in the area around the Chapel on the corner of Chapel Avenue and Dearne Road because of its position. It is a well lit area opposite a shop and easily accessible to other youths from neighbouring villages. This has hindered previous enforcement action because many of the perpetrators are unknown to local residents.

7.2 Upon receipt of the petition in January 2003, staff from the Wath Neighbourhood Office visited all of the 35 petitioners to explain the powers available to the Council. Residents were also encouraged to report problems to the Police. Nuisance Diary Sheets were issued so that individuals could record evidence and return this information to the Neighbourhood Office. Unfortunately no nuisance monitoring sheets were returned.

7.3 The Police have provided statistics on incidents reported in the area, 1995 to 2004:-.

Burglaries	4
Theft from Sheds	12
Theft of Motor Vehicles	5
Theft from Motor Vehicles	7
Misc Thefts	<u>3</u>
<u>TOTAL</u>	<u>31</u>

The Councils Anti-Social Behaviour Unit has been working with the Police on this problem and some surveillance activity has been carried out, however this has not resulted in the identification of any problems. Further surveillance activity will commence in the near future.

7.4 The Brampton Tenants and Residents Association has raised the issue of anti-social behaviour in the area with the Police. The Police acknowledge that there is a problem, but they are dealing with more serious youth nuisance hot spots in other parts of the Dearn Valley.

7.5 In order to improve communications and gain the trust and confidence of the Brampton Community, the following action plan has been devised:-

- Write a joint article with the Police to be included in the next "Villager" Newsletter which will be produced & delivered by Brampton TARA. This will identify the powers available to deal with anti-social behaviour and the people to contact if there are any incidents.
- Request that anti-social behaviour is a permanent item on the agenda of the Brampton TARA meetings and representatives from Neighbourhoods and South Yorkshire Police attend.
- Ensure that the "Villager" newsletter is used to update residents on progress tackling anti-social behaviour in the community.

- Ensure that youth nuisance in Brampton is a permanent Agenda Item on the monthly Wath Safer Estate Meetings.

8. Finance

It is recommended that the Council contributes £50 towards the cost of producing the Brampton Tenants & Residents Association Newsletter called "Villager".

9. Risks and Uncertainties

There is always a risk that evidence cannot be obtained to take action against perpetrators. Enforcement action can result in displacing rather than resolving the problem.

10. Policy and Performance Agenda Implications

Anti-social behaviour is a problem across the whole borough and has a major impact on resident's quality of life. The Council has a key role to play in improving resident's quality of life and the creation of sustainable neighbourhoods; this is identified in the Community Strategy and Corporate Plan.

11. Background Papers and Consultation

Cabinet Member report dated 27th January 2003 (minute number 300)

Contact Name: Dave Abbott, Housing Manager, Ext 2294,
dave.abbott@rotherham.gov.uk

ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS
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1.	Meeting:	Cabinet Member for Housing and Environmental Services
2.	Date:	29 November 2004
3.	Title:	Updated Leaseholders' Guide & Progress with Leaseholder Management
4.	Programme Area:	Neighbourhoods

5. Summary

The report contains an updated and more comprehensive Leaseholder Guide together with measures already taken to improve leasehold services. It also suggests proposals for improving the service we offer to leaseholders.

6. Recommendations

THAT THE CABINET MEMBER NOTES THE PROGRESS MADE WITH THE UPDATED LEASEHOLDER GUIDE AND LEASEHOLDER ISSUES IN GENERAL

7. Proposals and Details

7.1 The attached document is the draft of an updated and more comprehensive "Leaseholders' Guide". When the guide is completed it will be sent to all leaseholders. A Leaseholder is someone who purchased their flat or maisonette from the Council on a long lease under the terms of the right to buy provisions. The guide is important because it explains the rights and responsibilities of both the Council, and the Leaseholder. It has been written in a style that mirrors examples of best practice. The draft will be presented to the Leaseholder Forum on the 24th November 2004 to begin the consultation procedure.

7.2 The guide requires an explanatory section on the ALMO, together with key contact names and numbers. The document will need to be designed, formatted and branded accordingly; it is intended to correlate with the revised "Welcome Home" Tenants Handbook. It is anticipated that both documents will be available for distribution to coincide with the launch of the ALMO.

7.3 The significant increase in the number of tenants exercising their "Right to Buy" has included a large number of people living in flats, resulting in the present situation where the Council manages 336 leasehold properties. This trend is unlikely to change as the increase in property values has made the purchase of a flat an attractive proposition.

7.4 In the past the management of leasehold property has taken a low priority because the numbers involved have been very low. Consultation was minimal and there was no forum for expressing dissatisfaction with the service. This situation has now changed with the introduction of a Leaseholder Forum which meets on a regular basis.

7.5 The Leaseholders on the Forum have expressed concerns about several key issues, principally the cost of service charges and the way they are managed, the quality of cleaning to communal areas, the quality and cost of repairs and consultation mechanisms.

7.6 Audit Commission inspectors recently highlighted failings in leasehold management procedures and the Commonhold and Leasehold Reform Act 2002 imposes a rigorous consultation requirement. Consequently leasehold management is an area of business which is going to demand more attention in the future, to fulfil both legal obligations and customers' expectations.

7.7 Action has already been taken to improve our service to leaseholders:-

- A Leaseholder Forum has been set up which meets bi-monthly
- A leaseholder newsletter has been introduced and is published twice a year
- Open House is sent to all leaseholders
- A copy of the tenants handbook has been sent to all leaseholders
- A leaseholder satisfaction survey has been completed by the performance & quality unit

Work is currently progressing on:

- The new Leaseholders' Guide
- A leasehold procedure guide for staff
- Introducing a pilot communal area cleaning and/or caretaking contract which will be funded by a weekly service charge to both leaseholders & tenants
- Offering leaseholders the Councils gas servicing contract
- Giving leaseholders the opportunity to participate in the "Tenants Contents Insurance" scheme
- Offering leaseholders improvement work to the decent homes standard
- Ensuring compliance with all aspects of the Commonhold and Leasehold Reform Act 2002
- Reviewing service charge setting procedures

8. Finance

8.1 There is no budget identified to cover the cost of producing the Leaseholders' Guide. However by using the same design and formatting options as those of the new Tenants' Handbook costs will be minimised.

8.2 The Leaseholder Forum does not have a specific budget, however virtually all the costs are associated with existing staffing i.e. the cost of people's salaries. The newsletter is produced and funded by the Tenant Involvement Unit from its existing budget.

8.3 All the costs associated with the operation of the pilot communal cleaning/caretaking contract will be covered by the service charge. However, the costs and resulting level of charge have yet to be assessed.

8.4 It is unknown how many leaseholders will opt for the Councils gas servicing, tenants contents Insurance and Decent Homes work. Customers will be expected to pay in advance to avoid any loss to the Council or ALMO.

8.5 Compliance with the requirements of the Commonhold and Leasehold Reform Act 2002 will require procedural changes and additional staff time. The cost to the Council is unknown at the moment because it depends on how many leaseholders are subject to major repairs or long term service agreements. A major repair is classed as a job that costs the individual leaseholder over £250. A long term service agreement must exceed 12 months in duration and cost over £100.

9. Risks and Uncertainties

Leasehold management is a complicated and specialist subject. The rapid increase in numbers cannot be ignored, for example at the time of writing this report three leasehold sales are due for completion next week. It is time to review staffing arrangements for leasehold management to ensure the provision of a first class service.

10. Policy and Performance Agenda Implications

Leasehold Management is one of the Audit Commissions Key lines of Enquiry. It was a service area recently covered in the Indicative ALMO Inspection, which highlighted existing weaknesses.

11. Background Papers and Consultation

A first draft of the updated Leaseholders' Guide is attached. Consultation will take place with the Leaseholder Forum, and the Estate Management Policy Panel.

Discussion and feedback has already been sought from Legal Services, the Valuation Manager, EDS , Corporate Finances Risk Management and Insurance Section and various officers within Neighbourhoods

Contact Name : Mr D R Abbott, Housing Manager, Extension 2294
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The Leaseholders' Guide

**Important information for leaseholders
and anyone thinking of buying a Council leasehold flat**

Front page needs
appropriate ALMO
branding

Inner front needs information re
translation availability in other
languages

The Leaseholders' Guide

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Local Office Addresses & Telephone Numbers

1.ABOUT THIS GUIDE

Who is it for?

This Guide is for:

- Leaseholders of a Rotherham Metropolitan Borough Council flat or maisonette
- Council tenants who are thinking of becoming a leaseholder
- Anyone who may be thinking of buying a flat or maisonette from a leaseholder.

What is it for?

- It is to explain your rights and responsibilities as a leaseholder, and the Council's rights and responsibilities as the landlord.
- It gives help and advice about being a leaseholder and tells you about the services you are entitled to.
- It explains about service charges, why you have them, and how we can help if you have problems paying them.

2.OUR LEASEHOLDERS' CHARTER

- **We will act at all times as a reasonable and responsible landlord.**
- **We will respect and protect your rights as a leaseholder and will expect you to respect our rights and responsibilities as landlord.**
- **We will keep the building in good condition to protect our investment and yours.**
- **We will deal with nuisance and anti social behaviour problems, should they arise, in line with our defined service standards, but will expect you not to cause such problems for others.**

3.RIGHTS AND RESPONSIBILITIES

Your rights as a leaseholder

About your lease

- The lease is a contract between you and the Council. It gives you and your successors the right of possession of your flat for a long period (125 years at first) provided you keep to the terms and conditions of the lease.
- The lease document sets out these terms and conditions. You should get a solicitor to look at it when you buy the lease.
- The lease is a legal document. Keep it in a safe place. We can provide a copy of the lease if required but there may be a charge to do so.

Like most legal documents, your lease can be difficult to read and understand. In section 13 of this guide there is a plain English summary of what is contained in a typical lease.

The law

There are several laws and Acts of Parliament protecting your rights as a leasehold tenant. If you are not sure of your rights, a solicitor can advise you or you can contact the Citizens Advice Bureau (see the list of useful contacts at the end of this guide). The main Acts of Parliament covering leasehold tenancies are:

- Housing Act 1985
- Landlord and Tenant Acts 1985 and 1987
- Housing and Planning Act 1986
- Leasehold Reform, Housing and Urban Development Act 1993
- Housing Act 1996
- Commonhold and Leasehold Reform Act 2002.

All the above are available to look at in bound volumes at the Central Library in Rotherham and are viewable on the internet at any public library.

Repairs and Maintenance

You have the right to ask your landlord to keep the 'common parts' of your block in a fit state of repair. You also have the right to be consulted about major repairs for which you pay a share.

Making alterations

You have the right to make alterations to the inside of your flat, as long as you do not remove structural walls or cause damage to the outside or shared parts of the building. (For major alterations you must ask our permission beforehand and you may need planning permission and building regulations approval.)

Management

You have the right to expect your landlord to deal with problems in your block, such as neighbour nuisance, dirt and rubbish, and so on.

'Quiet Enjoyment'

You have the right to the 'quiet enjoyment' of your home. This means you have the right to live peacefully in your flat without interference from your neighbours or the landlord, as long as you keep to the conditions of your lease.

Selling your flat

You have the right to sell your lease, to leave it to someone in your will or give it as a gift. (You should get a solicitor to help you to make sure everything is done legally and you must tell us when you sell it.)

Lodgers and sub-tenants

You have the right to take in lodgers or rent your flat to anyone should you wish. You do not have to ask our permission, but it would be helpful if you let us know. It is important that when you take in lodgers you do not become overcrowded. You must tell your mortgage lender if you sub-let your flat.

Your rights are explained more fully in other sections of this guide.

Your responsibilities as a leaseholder

The responsibilities of ownership

As a leaseholder, you effectively become a 'shareholder' in the block you live in. This means you have a responsibility to pay your share of the costs of managing and maintaining your block. Your landlord (the Council) has a legal duty to charge you your share of the costs, and you have a legal duty to pay them.

Living with your neighbours

Living in a flat or maisonette can be difficult. You may have people above or below you, and you may have to share landings and other areas. You have a right to the 'quiet enjoyment' of your flat, and your neighbours have the same right. We will try to deal with people who cause a nuisance to you, but equally you must not cause a nuisance to them. Tenants who cause serious harassment to their neighbours can lose their home (even leaseholders!).

Service Charges

You must pay your share of the costs of managing and maintaining your block. This is a legal duty set out in your lease. If you do not pay your share, you are breaking your lease agreement and we could apply to a leasehold tribunal and then to the courts to have your lease 'forfeited'. In these circumstances, you could lose your home. We will always be fair about service charges. We will explain how they are calculated, and you can challenge any charges you do not agree with. If you have financial problems get in touch with us, we may be able to help. Payment by instalments is an option that's always open to you.

Major alterations

You must not do anything which is likely to damage the structure of the building or cause damage to shared services (such as plumbing to the roof tank, electricity or gas supplies, or sewerage). If you want to carry out any work which may affect the rest of the building you must first get our permission in writing. You may also need planning permission and building regulations approval.

Your responsibilities are explained more fully in other sections of this guide.

Our rights as landlord

Management and maintenance

We have the right to make decisions about:

- The management of your block
- Repairs to and maintenance of the structure and shared areas of the block
- Improvements to the block.

We will consult you about changes in management and about major repairs and improvements.

Charges

We have the right (and a legal duty) to make charges for:

- Ground rent
- Management costs
- Repairs to and maintenance of shared areas
- Improvements to the block.

Right of Entry in Emergencies

We have the right, in some circumstances, to enter your property to carry out repairs if there would otherwise be a danger to other residents. Examples would be if you removed a structural wall or if damage is being caused to other properties in the block (for example, if a leak in your plumbing was flooding the flats below).

Our Responsibilities as Landlord

Repairs

We are responsible for keeping the structure and shared areas of the block in good repair.

Consultation

We have to consult you before:

- Carrying out any work to your building which will result in individual leaseholders being charged more than £250
- Entering into an agreement of more than 12 months duration to provide services, for example a cleaning contract, which would result in leaseholders being charged more than £100.

Charges

We have a legal duty to collect from leaseholders their share of the costs of managing and maintaining their block. (If we did not do this, Council tenants would be paying for your share in their rents and that would be breaking financial regulations.)

The following sections of this booklet tell you in more detail about the services you are entitled to, and your rights and responsibilities as a leaseholder.

4. BUYING, SELLING (AND LOSING) A LEASEHOLD FLAT

Buying a leasehold flat (if you are thinking of becoming a leaseholder)

There are two ways you can buy the lease of a Council flat:

- Under the 'Right to Buy' if you are a council tenant and you are already living in the flat (there are certain conditions you have to meet)
- By buying the lease from the present leaseholder (if the flat has already been bought under Right to Buy and is being sold again).

In both cases you should get a solicitor to act for you, or at least someone who is qualified to protect your interests in buying the lease. It is important that you know what charges, if any, are owed on the property so that you can make sure they are dealt with before the sale. If you buy the lease from the previous leaseholder you must tell us straight away. As landlord we have the right to know who is responsible for the flat. You have the right to mortgage your flat to a mortgage lender.

Selling your Lease, or Leaving it in your Will

You have the right to sell your lease as long as you tell us by one month after the sale, and the transfer is properly carried out. You can also give it to someone or leave it to someone in your will. Your solicitor should check details of all ground rent,

service charges and insurance policies, so that these can be taken into account when the transfer is completed.

We charge a fee to register a transfer and to record the interest of the bank or building society that has granted a mortgage against a lease. If you sell your lease, or leave it to someone, you must make sure that it is all done legally to protect your interests and the interests of the person you are selling or leaving it to. Unless there is a proper legal document to show that someone else has become the leaseholder, you will still be liable in law for any charges for the property. If you die, and you have not left the lease to anyone in your will, your executors will have to decide what to do with the lease. Any service charges still unpaid will be charged against your estate. If you have anyone you would want to leave your flat to, such as your partner or children you should seriously consider making a will even though you may still be quite young.

Losing your home by forfeiture or repossession

There are some circumstances when the Council or your mortgage lender could apply to the courts for possession of your home:

Forfeiture

Forfeiture is where the council applies to the court to end your lease because you have broken the lease conditions. This could happen if:

- You do not pay your service charges
- You cause nuisance and harassment to your neighbours.

If the court decides that you have seriously broken the terms of your lease it may end the lease and give us possession of your flat. You would lose your home and would not usually get any payment or compensation.

Forfeiture is a drastic action. As a responsible landlord, we only use it when we have to, to protect the interests of the Council, its tenants and other leaseholders. With overdue service charges, we will always try to help people who have genuine financial problems. Before applying for forfeiture for unpaid service charges we would have to satisfy a Leasehold Valuation Tribunal that the charges were reasonable and the leaseholder had made no attempt to pay them.

Repossession by a mortgage lender

If you have taken out a mortgage to buy your lease, your mortgage lender has a legal charge' on your home. This means they can apply to the courts for repossession if you do not pay your mortgage. If the court grants them possession, they have the right to evict you, sell your lease and take what you owe them out of the proceeds. They must give you anything which is left over, unless someone else (such as the Council as your landlord) also has a legal charge on the property for money which is owed to them.

If you have problems paying your mortgage or service charges ask someone for help. Do not leave it until you are about to be evicted. We will always try to make an arrangement over service charges, and mortgage lenders will always discuss terms for making mortgage payments.

Pleas contact us if you think you are at risk of losing your home! You can also visit the Citizens Advice Bureau. Do not leave it until it is too late! (There's a

list of Housing Offices at the front of this guide and other useful contacts at the back of it)

Buying the Freehold of your block

If at least two-thirds of the residents in your block are leaseholders, you can apply jointly to buy the freehold of your block and manage it yourselves. This is called 'enfranchisement'. If you and your neighbours qualify under the enfranchisement rules we cannot refuse to sell you the freehold. If you want to know more about enfranchisement we will be happy to give you the details. However, here are some things you should consider:

- You would own your flat in 'commonhold' with your neighbours and you would need to form a management committee for the block.
- As the council would no longer be your landlord, you would all be jointly responsible for the maintenance and management costs for your block.
- If you get on well with your neighbours, you would have more say in the way your block is managed and the money that might be spent on it.

If the block still had at least one rented Council flat, we would be represented on your management committee and you would charge us for our share of management and maintenance costs.

Remember that you can only apply for enfranchisement if at least two-thirds of the flats in your block are leasehold. If you are interested you should discuss it with your neighbours and then contact Customer Services (see the list of useful contacts at the end of this guide).

Sub-letting your home

Lodgers and sub-tenants

A lodger is someone who shares your home, like a member of your family does. A sub-tenant is someone who rents your flat when you are not living there.

You have the right to take in lodgers or rent your flat to anyone you want to. You do not have to ask our permission, but you must let us know. If you do sub-let, please give us your new address so that we can contact you.

Lodgers and sub-tenants do not have the same rights as you. So if your flat was repossessed by your mortgage lender or landlord, they could be evicted.

However, if you let someone else rent all or part of your home, you become their landlord and you could be creating a tenancy which could be difficult for you to end. You could have considerable difficulty making them leave if you wanted your flat back. You could also have problems selling your lease if you have a 'sitting tenant'. Before you agree to rent your flat to someone else, you ought to seek legal advice. It's also important that when taking in lodgers you do not become overcrowded.

5. REPAIRS AND MAINTENANCE

Who is responsible for repairs?

We are responsible for keeping the exterior and 'common parts' of your block in good repair. This means we will look after the structure of the building and the landings and hallways (including lighting, controlled door-entry systems and so on).

Repairs we are responsible for include:

Structure

- roofs, drains, gutters and pipes on the outside of your home, but not waste discharge pipes that serve only your property, for example the waste pipes from your kitchen sink, wash hand basin or bath
- External entrance doors (but not the front doors of individual flats in communal blocks)
- window frames and sills (not including glass)
- soffit and fascia boards
- all external paint work
- paths, steps and associated handrails
- fencing around shared areas
- chimney stacks
- communal stairs and landings
- outbuildings and drying areas.

Installations, fixtures and fittings:

- shared water pipes, water tanks, gas pipes and electrical wiring
- light fittings in shared areas
- controlled door-entry systems
- decorations in shared areas.

You are responsible for:

- all repairs to the inside of your flat, including your front door if your flat or maisonette has separate external communal doors.
- the glass in your windows
- all the fixtures and fittings in your flat, for example the kitchen units, the bathroom suite
- any damage to the common parts and services caused by you, members of your household or your visitors.*
- The annual servicing of gas appliances.

Some of these items are covered by your Buildings Insurance – see section 6

* If damage is proved to have been caused by you, members of your household or your visitors we will carry out the repairs required and charge you the costs of the work.

How to report a repair which is our responsibility

There are many ways you can report a repair which is our responsibility:

You can:

- phone **Rotherham Connect** on 01709 336009 between 8.00am and 8.00 pm Monday to Friday
- write to your **Local Housing Team** - see addresses at the front of this guide
- telephone or call in at **your Local Housing Office** and report it in person – see addresses at the front of this guide
- report them at any time on the **Internet** at www.rotherhamconnect.com

For EMERGENCIES only outside office hours you should call 01709 376711

GAS LEAKS should always be reported immediately to TRANSCO on 0800 111 999. Transco will advise you what action to take until they can call at your home. If the problem is the Council's responsibility Transco will make it safe and refer it directly to the Council.

What happens when you report a repair?

We will ask you for:

- your name, address and telephone number
- as much detail as you can give about the problem and the repair that is needed

When will the job be done?

We give all repairs a priority rating depending on how urgent they are. We will tell you which priority your repair is and how soon it should be done:

None Urgent – Most jobs are classed as non urgent repairs. These are things that need putting right but aren't a risk to your health and safety. We will put the problem right within **20 working days**. Examples of normal jobs might be:

- repairs to paths to remove any tripping hazard
- joinery repairs – repairing an outside doorframe
- leaking gutter or down pipe which is affecting the structure of the building

Some non urgent maintenance work may be batched and put into a programme of work, along with similar repairs, and dealt with at a later date. Doing some work in this way gives value for money

Urgent – we will complete this work within **5 working days**. Examples might be:

- a partial communal lighting failure that wasn't a health and safety issue
- a broken window that wasn't a security issue

Emergency – We will do these repairs within **24 hours (4 hours if there is a risk to life and limb)** of receiving a report. This covers jobs which may cause a danger to you or other residents if left for a long time. Examples might be:

- no lighting on a landing – where there is a health and safety issue
- broken windows in shared areas. – where there is a risk of unauthorised access
- a problem with the door entry system

Making sure you get a good service

Don't forget that the cost of repairs will normally be shared between you, the council and other leaseholders in your block. It is important that we all get value for money

from the repairs service. If the job is not done properly, or is not done within the time given above, then please let us know.

Repairs to your own flat

You are responsible for repairs to the inside of your flat, including your front door if it leads onto a communal area. You should make your own arrangements to get someone to do the repairs for you.

If you, or someone you have employed, are carrying out repairs inside your flat you must make sure that no damage is done to shared services or the structure of the block. You will be liable for any damage caused to the landlord's property and you will have to pay to have it put right. If you are in any doubt about work you intend to carry out, contact your Local Housing Office for advice. They will decide if an inspection is required. You must not continue with the work if you are told not to. You must not do repairs on landings, stairways and other shared areas. You would not be covered by our insurance if you had an accident or caused damage. If you, your visitors or members of your household cause damage to shared areas you will have to pay for the repairs.

The quickest and easiest way to report your repairs is via Rotherham Connect on 01709 336009.

Doing your own alterations

As a leaseholder you have the right to improve your home, but for some improvements you will need written permission from us. This is because, as landlord, we have an investment in the block and a responsibility to the other tenants. We will not refuse permission unless we have a good reason. You may also need to get planning permission and building consent before starting work.

We do not need to know about minor work such as decorating, but we do need to know about any alterations which affect walls, windows, doorframes, plumbing and electrical services.

The outside window frames belong to the landlord. You must not replace your windows unless they comply with our design and specification and we have given you permission in writing.

What sort of alterations do I need permission for?

- any addition or change to the structure or services in your home
- aerials or satellite dishes
- outside decoration (the type of paint may need approving so that it's compatible with future paints that we may use).

How do I get permission?

Write to your Local Housing Office (see the list at the front of this booklet) where the Area Technical Office/Repair Planner will deal with your request. You will need to say exactly what you want to do and include a drawing or plan. We may need to visit your home to see what you intend to do, before we can make a decision.

We will respond to your request within ten working days of receiving it. If we refuse permission we will tell you why. You then have the right to appeal.

Any appeal will need to be made in writing and addressed to the Housing Team Leader at your Local Housing Office.

If we refuse permission it will be for a good reason. If you go ahead with work after we have refused permission you will be breaking the terms of your lease.

The permission we give you to go ahead is not the same as planning permission. You are responsible for getting any necessary planning permission or building regulations approval if they are required. We will advise you if this is the case and will make it a condition that you do this when we give you permission for the work.

If you do something without permission we have the right to put things back as they were and charge you for it.

Grants you can get for improvements

Sometimes you can get financial help from the Council towards the cost of home improvement work. The rules regarding grants are complex and the council have produced a leaflet which explains fully what is available and the criteria applicants have to meet to obtain such help. The leaflet called "Private Sector Housing Assistance Policy" is available at your Local Housing Office.

For more information please contact the Housing Grants Unit on (01709) 823799, or write to them at Housing Grants Unit, Norfolk House, Rotherham S65 1HX.

Help for leaseholders from the Home Energy Advice Team

Saving energy concerns us all. We are affected by the cost of our fuel and the need to look after the environment. Some of us need to keep warm for health reasons. For others, condensation causing damp in the home can be an issue.

If you would like more information about saving energy, keeping warm, free grants or the other schemes that are available please contact the Home Energy Advice Team on 01709 823426 or write to them at Home Energy Advice Team, Norfolk House, Walker Place, Rotherham, S65 1 HX.

6.MANAGEMENT OF YOUR BLOCK

Living in a flat

If you live in a flat or maisonette, it is important to bear in mind that what you do affects your neighbours. So please remember:

- Not to make too much noise, especially at night or early in the morning
- To help keep the shared areas clean and tidy
- To take special care to keep pets under control
- To be a good neighbour.

Remember that under your lease agreement you have a duty not to cause a nuisance or annoyance to your neighbours. You are also responsible for making sure that your family and visitors to your home do not annoy your neighbours.

Shared areas and services

We are responsible for maintaining the shared areas in your block, but everyone living in the block has a duty to keep them clean and use them properly. Remember that you pay a share of the cost of maintaining shared areas so if you see someone causing damage to or misusing stairways, landings, parking areas, drying areas, security doors and other shared facilities tell your housing officer at once. If you can

get evidence of who caused the damage we may be able to charge them for it so that none of the cost will fall on you in your service charges.

If you have shared grounds and drying areas around your block, we will maintain these during the year. This includes grassed areas, borders, paths, trees and drying areas.

If a repair needs doing to one of the shared areas in your block, tell your Local Housing Office. Do not assume that someone else will do it. If the lights are out on the stairs, please report this immediately.

You and your neighbours

As a leaseholder with Rotherham Borough Council, you have the right to enjoy your home in peace and quiet, and your neighbours have the same right.

If you cause a nuisance or annoy your neighbours you are breaking the terms of your lease agreement. **You may also be breaking the law.**

If you have a problem with your neighbours the first thing you should do is talk to them. They may not realise that they are causing you a problem – so be friendly and do not lose your temper.

Noise – how we can help

If you cannot sort out your problem by talking to your neighbour then you should talk to your Local Housing Office. They will be able to tell you about your rights and explain what we can and cannot do to help.

In most cases a housing officer will talk to your neighbour about the problem. They can also send a written warning if the housing officer feels it is needed and will help the situation.

If the situation is serious you will need to keep a diary recording the nuisance. Your housing officer can give you a form to keep a diary record on. In nuisance cases we usually need these records as evidence if we are to go to court. We will always try to take action where there is good evidence of a serious nuisance, and a council tenant or leaseholder is the victim (or the cause) of the nuisance. However, there is little we can do if you don't collect this evidence.

Legal action is used as a last resort as it could mean that the person causing the nuisance is evicted from their home. You may need to go to court to give evidence if the case went that far.

You could also take legal action yourself by asking the County Court to grant an injunction to stop the noise, if you can prove your health, comfort and convenience have been affected. To do this you would need to see a solicitor. As a first step you could talk to the Citizens Advice Bureau.

Legal action in nuisance cases can be long and difficult, so always try to speak to your neighbour first to reach a friendly agreement. But remember, you don't have to put up with inconsiderate behaviour so talk to your Local Housing Office if it doesn't stop.

Harassment

If you or anyone living in your home is suffering harassment from a neighbour tell your Local Housing Office. We will try to help you. You may need to collect evidence in the same way as we described for noise nuisance, above.

You must also make sure that you, your family or any visitor to your home does not cause harassment to your neighbours. This includes:

- violence or threats of violence
- abusive or insulting words or behaviour
- damage or threats of damage to property
- any actions which interfere with a neighbour's peace, comfort or convenience.

Racial harassment

Racial harassment is a serious offence. If you, your family or any visitor to your home, threaten, abuse or insult your neighbours in a racist way you risk prosecution. In serious cases you could lose your home. We will help any council tenant or leaseholder who is the victim of racial harassment.

If you are the victim of racial harassment, talk to your Housing Office. You should also think about telling the police.

Vandalism and graffiti

We need your help to stop vandalism and damage. You should report any incident to your Local Housing Office (we will treat all reports confidentially) and to the police. Vandalism is a crime. It costs money to repair damage and remove graffiti. It also makes your estate or your road a less pleasant place to live for everyone.

Pets

If you have a pet, you must make sure that it is kept under control and does not annoy neighbours. This is a condition of your lease. If your pet does cause a nuisance, we will ask you to control its behaviour or if this does not solve the problem, to find a new home for your pet. If you are thinking of getting a pet you should think carefully whether it is suitable for living in a flat. If you are having problems with dogs (your own or someone else's), you can ask the Council's dog warden to help. See the list of useful contacts at the end of this booklet.

Gardens

If your flat has its own garden you are responsible for keeping it tidy. You should not allow rubbish to build up as it may cause a health hazard and encourage mice and other pests.

If there are open plan areas round your block we will maintain them, but you can help by not dropping litter and not parking on the grassed areas. Remember that you pay service charges towards maintaining the shared areas so please help us keep maintenance costs down.

Satellite dishes

If you want to fit a satellite dish on the outside of your flat you must get our permission in writing. We will not normally refuse as long as it is installed properly. You may also need planning permission. See the section on 'Making your own alterations' which explains how you go about getting permission from us.

Car parking

Some blocks of flats and maisonettes have shared parking areas. Parking in shared areas is 'first come – first served'. No one has their own parking space.

Please consider others when you park:

- Do not cause an obstruction, you could prevent emergency vehicles from getting through.
- Do not park on the footpath, it is against the law.
- Do not park in your garden unless you have a hard standing and a dropped-kerb.
- Do not park lorries, trucks or caravans in shared parking areas.

You can do minor repairs to your own vehicle in a shared parking area or at the roadside as long as you do not disturb your neighbours. You should not do major repairs to your own vehicle or do repairs for other people, whether for money or not.

Sensible use of shared parking areas helps you and your neighbours – talk to your Local Housing Office if someone is causing a nuisance in your parking area.

Garages

Near most blocks of flats we have garages to let. At the moment the rent is £4.70 a week inclusive of VAT (this may change from year to year as rents are reviewed in April). In some areas there is a waiting list for garages. If you want to rent a council garage ask your Local Housing Office for details.

Refuse

We will take away all normal household rubbish as part of the weekly wheeled bin collection service. If you have bulky items such as old furniture, you can take it to one of the Council's Household Waste Recycling Centres. A list of them is provided in the useful contacts section at the rear of this guide. Alternatively you can ask for it to be collected by ringing the Council's Bulky Waste Collection service. For more information, or to arrange a collection, contact the Waste Management Unit on (01709) 823014, 823016 or 823019.

Recycling

We produce over 120,000 tonnes of waste in Rotherham each year, enough to fill Rotherham United's Millmoor ground twice! And it continues to GROW! The majority of the waste we produce, including everything householders put in their wheeled bins is sent to Landfill, big holes in the ground, for disposal. However increasingly it is being recognised at a National and European level that we need to have a more sustainable approach to how we manage our waste. In fact the Government has introduced a number of measures aimed at encouraging local councils to reduce the amount of waste it sends to landfill. Most of those measures mean it will cost the council and ultimately you as a council tax payer more to continue burying our rubbish in those big holes in the ground. So it's in all our interests to do our bit to reduce the amount of waste we send to landfill.

Rotherham Council has developed a number of recycling schemes aimed at increasing the amount of waste we recycle:

- **The Blue Bag scheme** - for the collection of waste paper
- **The Blue Box scheme** - for the collection of glass, aluminium and steel cans and textiles
- **Home Composting scheme** – to encourage the home composting of biodegradable waste

■ **Bring Sites** – there are 50 such sites in Rotherham with banks for glass, textiles, paper and cans

Along with this guide you will find a pack giving more detailed information on Recycling and what you can do to help in the effort to divert more of our waste from landfill. If you want more information on recycling you can ring Environmental Services on 01709 823014 or email them on env.health@rotherham.gov.uk If you would prefer to write their address can be found in the list of useful contacts at the back of this booklet.

Rats, mice and other pests

If you have rats, mice, fleas, cockroaches or any other type of household pest in your home you should contact the council's Pest Control service by ringing (01709) 823118.

There is no charge for dealing with Rats or Cockroaches but there is a charge for dealing with other pests which aren't a public health risk. You will be told of the scale of charges when you contact Pest Control.

Condensation

Condensation can be a problem in flats and maisonettes if you do not have proper ventilation. This can be unpleasant to live with and can damage plaster, decorations and window frames in your home. Condensation often causes black mould which can spoil walls and ceilings, and also clothes, curtains and carpets. Condensation happens when moist air meets a cold surface, such as a window or a cold wall. Double-glazing and cavity-wall insulation help to reduce the problem by keeping inside surfaces warmer, but you may still get condensation if the air in your home is too moist. The moisture in your flat comes from everyday things such as cooking, washing, hot baths and drying clothes indoors.

To limit condensation:

- Try to make sure that there is enough constant heat in your home so there are no cold surfaces for moisture to settle on.
- Try to make sure that there is some ventilation in each room by opening windows or by turning on extractor fans if you have them. When cooking, put lids on saucepans, close the kitchen door and open a window or turn on the extractor fan.
- Try to dry clothes outside if possible. If it has to be done indoors, keep a window open and make sure your tumble drier is vented to the outside.
- When running a bath, run the cold water before the hot to reduce the amount of steam, and keep the bathroom door closed. Afterwards, keep the window open and leave extractor fans running until the walls and windows are dry. Don't let the moisture escape into other rooms.
- Paraffin and Liquid Petroleum Gas heaters give off water vapour as they burn and make condensation worse. Paraffin heaters can also be dangerous. Avoid using them. You can get a leaflet about dealing with condensation from your Local Housing Office.

Insurance

Who insures my home?

Your service charge includes an amount for insuring the building, including the walls, the roof, shared areas and underground services. This means that the council's insurance covers damage to the structure of the building caused by fire, flood and so on. A copy of the Council's insurance Policy forms a part of this guide and can be

found on page ???. It shows what you are covered for and includes all the terms, conditions and exclusions that apply. Also included is a sample claim form. If you need to make a claim on the Council's buildings insurance you can obtain a claim form from your Local Housing Office

Buildings insurance does not cover the contents of your flat (such as your furniture and personal belongings). To cover these you should arrange your own home contents insurance.

What if I do not have home contents insurance?

If you do not have home contents insurance you are taking a big risk.

Suppose you had a fire, a flood or a break in. Could you afford to replace your furniture, clothing and belongings?

What will it cost?

Home contents insurance need not be expensive, and most companies will let you pay in instalments. There are lots of insurance companies to choose from and many banks and buildings societies also sell insurance. Costs will vary so it pays to shop around for a good deal.

The Council run a very successful Home Contents Insurance scheme for tenants and have negotiated advantageous rates with a leading insurance company. The scheme is now open to you as a leaseholder. If you would like further information about the Council's scheme pick up a leaflet at your Local Housing office or contact the Customer Finance section on (01709) 823780

It is better to be safe than sorry. Make sure you are properly insured and keep to the conditions of the policy.

7. SERVICE CHARGES

Why do I have to pay service charges?

When you bought your lease, in effect you became a 'shareholder' in the building your flat is in. This means that you have a responsibility to pay your share of the cost of maintaining and managing the building. If you owned a freehold house you would have to pay all the costs of running your house. As a leaseholder you share those costs with your landlord and other leaseholders. If you have not owned a home before the cost of running it can come as a shock.

As your landlord we have a legal duty to maintain the building and charge you your share of the cost. We also have to pay our share. The costs are shared equally among all the flats in the block (unless a specific cost belongs only to one flat or to part of a block). For example, if there are 6 flats in your block and 4 of them are rented to council tenants and the other 2 are leaseholders, each leaseholder will pay a sixth of the cost and we will pay 4 sixths for our tenants. (The rent that council tenants pay covers the cost of repairs to council homes.)

Because we are a social landlord we have to maintain our blocks of flats to a good standard. This means that we have to spend money on keeping them in a good state of repair. Sometimes we may spend more than a private landlord would because we have a duty to our tenants to provide them with good homes. If we did not spend this money the flats would deteriorate and your flat would be worth less if you wanted to sell the lease. It would also become less pleasant to live in.

We try to bear in mind that some of everything we spend has to be charged back to you and other leaseholders. Some leaseholders would rather we did not spend any money at all. But if we did this we would not be fulfilling our obligations to our tenants and your investment in your home would suffer. Because we maintain more than 21,000 homes we get 'economy of scale' on our repairs contract and we have access to the council's in house specialists like architects and surveyors to help look after your home. Government regulations covering contracts make sure that our contractors give value for money.

How are Service Charges made up and what's the difference between pre and post 1987 leases?

Leases which have been **created since 1987** have their annual service charge calculated on a five year cycle. A number of factors have to be taken into account to calculate annual service charges:

- Estimated repair, maintenance and improvement costs for your block during the coming five years.(for example outside painting, window replacement, communal lighting costs and so on)
- Administration and management fees (our costs for managing your flat)
- Cleaning of communal areas – this service isn't applicable to all blocks of flats & maisonettes
- Lifts – if applicable.
- Rothercare charges – if applicable.
- Communal TV aerial equipment – if applicable.
- Buildings Insurance for your block

All these elements are added together to produce an annual service charge. Customer Finance team (see the list of useful contacts at the back of this booklet) adjust the service charge for the first (part year) period of the lease, and the account is sent out once it's prepared. Thereafter service charge accounts are sent out each year on 1 October and cover the period 1 April that year to 31 March the following year. At the present time we apply an annual 3% increase to the repair & improvement charge to cover inflation. The same increase is applied to the cleaning charge if one exists.

At the end of the first and each subsequent five year period the service charges are reassessed. In addition we also carry out a reconciliation of the previous 5 year repair & improvement charge by comparing what has actually been charged against what has actually been spent. If we have spent more than had been originally estimated we have no right to recover the surplus but if we have spent less than anticipated you are entitled to have the difference refunded. Refund cheques are authorised by the Customer Finance team

You will get a copy of the reconciliation document itemising the work carried out and what each job has cost so you can see where your money has been spent.

If your lease was formed **prior to 1987** your service charges are calculated differently in that they **do not include a charge for repairs and improvements**. Consequently if you hold a pre 1987 lease you will receive separate accounts for your share of the costs for repair and improvement as and when they arise.

Your right to be consulted

Recent Legislation, The Commonhold and Leasehold Reform Act 2002, has changed how and upon what we have to legally consult you regarding the work we carry out on your block. The Act says we have to consult you before:

- We carry out *Qualifying Works* (repairs or improvements) on your building which would result in individual leaseholders being charged more than £250.00
- We enter into a *Qualifying long term Agreement* (an agreement lasting more than 12 months for the provision of services, e.g. cleaning, waste management) which would result in individual leaseholders being charged more than £100.00 a year.

We have a duty to consult in writing, both with individual leaseholders and with recognised Tenant & Resident Associations (TARA's), should one exist. We have to state why we think the works or the agreement are necessary and give reasons for having selected a specific contractor. Both individual leaseholders and the Tenant & Residents Association have the right to nominate alternative contractors. We then have to do our best to obtain a quotation from them. These consultation procedures allow for two separate 30 day periods for you to make observations and comments about the proposals.

Whilst the legislation is designed to ensure that proper consultation is carried out it also has the effect of limiting what costs we can recover from you – no more than £250 for Qualifying Works and a maximum of £100 for Qualifying Agreements. In some circumstances, for example a requirement to carry out work to resolve an emergency, we can seek dispensation from the consultation procedure by applying to the Leasehold Valuation Tribunal. (LVT)

Ground Rent

A separate account for your Ground Rent (at present set at £10.00 a year under the Housing Act 1985) is sent out annually by the Council's Corporate Finance section.

Paying your Bill

You have two options for paying your bill:

- You can pay the full amount within 28 days
- Arrangements can be made to pay the account in instalment by contacting the Council's Sundry Accounts Section on (01709) 823208. They will be happy to discuss a payment pattern with you.

You also have a choice of ways to pay:

- **In Cash** - By cheque, postal order or money order at any Council Office
- **By Post** - Using a cheque, money order or postal order. **DO NOT POST CASH UNLESS YOU USE REGISTERED POST.**

Send your payment to:

Executive Director of Resources, Civic Building, Walker Place, Rotherham S65 1UE

- **At a Bank** – Some banks may charge a fee
- **At a Post Office** – A counter fee will be payable
- **By Telephone** – Telephone 01709 336810 and follow the instructions given
- **Via the Internet** – Go to www.rotherham.gov.uk and follow the link to online payments

If you have problems paying your service charges

If you find you cannot pay your service charge bill straight away don't ignore it! It will not go away and you could end up losing your home if you don't try to pay it.

First of all you should see if you are entitled to any benefits. Leaseholders cannot get Housing Benefit but you may be entitled to Council Tax Benefit and perhaps Income Support. See the section on 'Claiming Benefits'.

There are also ways we can help you spread the cost of a large bill:

- Firstly, you can ask to pay by monthly instalments. This will allow you to spread the cost over 12 monthly payments.
- If you cannot afford to spread the cost over one year, you can ask for a loan which will spread the cost over several years.

A loan is a good way of dealing with a bill which is unusually large because of a special job, such as window replacement or refurbishment of your block. It is not so good for dealing with an ordinary annual charge if you are likely to get the same charge again next year. You will still be paying the loan charges on last year's bill when you have to start paying next year's bill. You therefore need to think carefully whether a loan is the best thing or whether you would be better off trying to pay the bill in the current year by monthly instalments (this way you avoid interest charges and legal fees).

There are three main ways you can get a loan to cover all or part of your service charges:

- an ordinary bank loan (ask your bank for details)
- a secured* loan from your mortgage lender
- a secured* service charge loan from us.

*a secured loan is one that is 'secured' against your property, like a mortgage. It means that the lender has a right to recover the loan from the value of your property (by selling it if necessary) if you do not make the proper repayments. You could lose your home if you do not keep up the payments on a secured loan.

If you have any problem paying your service charge bill please contact Sundry Accounts on (01709) 823208.

Loans under the Housing (Service Charge Loans) Regulations 1992

You have a legal right to a loan from the Council under these regulations if:

- your lease is not more than ten years old
- the charges made since the start of the lease are at least £2,000 (but not more than £20,000)
- you owe at least £640.

If you qualify for one of these loans, there are several conditions:

■ You can get a loan for **maintenance charges** (which includes window replacements and any improvements to existing features) **but not improvement work** (which means new features such as door entry systems), and not for **ground rent, management charges, insurance and other regular yearly charges**.

- the loan must be for at least £500.

- the loan must be secured against your property (like a mortgage).
- you still have a right to a loan even if you have 'negative equity' on your mortgage. (Negative equity is where the money you could get from selling your flat is less than the amount you owe on your mortgage.)
- you **cannot** get a loan under these regulations if your lease is more than 10 years old.

The regulations also set an upper limit on the time the loan can be repaid over:

- three years for a loan between £500 and £1,500
- five years for a loan from £1,500 up to £5,000
- ten years for a loan over £5,000 (the limit is £20,000).

You can take out a loan for a shorter period if you want. Interest is charged on the loan and there is an administration charge which is added to the cost of the loan. Ask our Customer Finance section for the interest rates (these rates can change).

What if I don't agree with my charges?

We will always try to work out your charges properly and fairly, but if you think we have made a mistake please do the following:

- First of all contact our Customer Finance section straight away – they will look at your account again and make sure it is correct.
- If you are still not happy with what they tell you, write to the **Customer Finance Manager, Neighbourhoods, Norfolk House, Walker Place, Rotherham, S65 1HX** and give your reasons (you need to be clear exactly what charges you don't agree with and why).
- If you still think you are being charged unfairly, you will be able to apply to an independent **Leasehold Valuation Tribunal**.

Leasehold Valuation Tribunals have been set up under the Housing Act 1996. Either you or the landlord (us) can apply to the tribunal to settle a dispute over charges. The tribunal will decide:

- if the cost of the services we are charging for is reasonable
- if the work being charged for is of a reasonable standard
- if the amount we are asking for in advance is reasonable.

You cannot appeal to a tribunal if:

- a court or tribunal has already made a judgement about your charges
- you have already agreed that the charges are correct.

The tribunal may decide that you must pay all of the charges, or they may decide that we must reduce our charges to you. Once the tribunal have made a decision we are both bound to accept it.

The tribunal can charge up to £500 to hear your case. They may decide not to charge you costs, or they may decide to charge costs against us. They are more likely to charge you costs if they think your claim is unjustified.

If you want your service charges to be considered by a Leasehold Valuation Tribunal, tell us – we will tell you how to go about it.

Remember, if you think your charges are wrong, tell us first – we will try to sort it out.

What happens if I don't pay my charges?

Your lease is a legal contract between you and the council. Under the lease you have to pay all reasonable charges that the council pays to manage and maintain your block.

If you refuse to pay your charges you are breaking the contract and we can go to court to ask to have your lease 'forfeited'. If the court decides that you have seriously broken the terms of your lease it may end the lease and give us possession of your flat. You would lose your home and would not usually get any payment or compensation.

If you have a loan from a bank or building society we would tell them before we started legal action. As they have a legal interest in the property they could decide to pay the bill themselves and then take their own legal action against you.

If you have problems paying your charges we will always try to help (as we explain on pages ** to **). But if it becomes clear that you are making no effort to pay your charges we can:

- first, apply to a Leasehold Valuation Tribunal for a decision that your charges are fair

- then apply to the court for your lease to be forfeited and repossess your home.

We hope that things never get to this stage, but it does happen and people do lose their homes!

8. CLAIMING BENEFITS

If you are on a low income, you may be entitled to a number of benefits which can help you. As a leaseholder, you may be able to get help from:

- Income Support
- Council Tax Benefit
- Council Tax discounts (whether or not you are on a low income)

Claiming Income Support

If you are on a low income you may be entitled to Income Support. This can help you with your household bills. It can also help pay some of your housing costs. Income Support can help towards most of your service charges, including:

- management fees
 - insurance
 - minor repairs
 - cleaning shared areas
 - interest on service charge loans.
- Income Support does not pay for:
- major repairs*
 - improvement work*
 - heating provided by the landlord.

*You can get Income Support to pay the interest on some loans for major work and improvements, but the rules are complicated – ask for more details if you think you may qualify.

If you think you may be entitled to Income Support contact your nearest Benefits Agency office. (see useful numbers at the back of this guide)

Council Tax Benefit

If you are on a low income and have less than £16,000 in savings you may be able to get help towards paying your Council Tax. Council Tax Benefit is paid whether or not you are in work and may be paid on top of other Social Security benefits. If you qualify for Council Tax Benefit it will be taken off your Council Tax bill as a rebate. This will not directly affect your service charge bills but it can save you money.

Second Adult Rebate

If you have to pay Council Tax and the only person living with you is on a low income or is ignored for Council Tax purposes, you may be able to get another type of Council Tax benefit called Second Adult Rebate. This is only if the other person living with you is not your partner or spouse or a joint tenant. However, the rules are complicated so if you are unsure, phone our **Benefits Services on (01709) 382121** or the **Welfare Rights Service on (01709) 822448**

If you put in a claim and qualify for Council Tax Benefit you will be paid either Council Tax Benefit or Second Adult Rebate, whichever is higher.

How do I claim Council Tax Benefit?

If you claim Income Support, the Benefits Agency should give you a form when you apply to them for benefit. You will still need to fill in the Council's benefit application form. Council Tax Benefit only lasts for one year and then you have to reapply, even if you are on Income Support. *Do not ignore the re-application form which will be sent to you or your benefit will stop.*

If you think you may be able to get Council Tax Benefit you should:

- call into **Benefits Services, Civic Building, Walker Place, Rotherham, S65 1UF**; or
- phone **Benefits Services on (01709) 382121**
- write to **Benefits Services, RBT (Connect) Ltd, Civic Building, Walker Place, Rotherham, S65 1UF**

Council Tax “reductions” and “discounts”

As well as Council Tax Benefit there are certain ‘reductions’ and ‘discounts’ that may mean you pay less Council Tax. Any reductions or changes to the amount of Council Tax you pay should be shown on your bill. These may be:

Single person discount

If there is only one adult living in your flat your Council Tax bill will be reduced by 25%.

There are some people who will not be counted when looking at the number of adults living in a home, so if you live with an adult who is ‘discounted’ for Council Tax purposes you should still get Single Person Discount.

Disability reduction

You may get a reduction in the amount of Council Tax you have to pay if you, or someone who lives with you, are disabled and have either:

- a specially adapted room; or
- a second toilet or bathroom added for the disabled person; or
- extra space in your home, or it has been adapted, because they are a wheelchair user.

How to find out more about Council Tax discounts and reductions:

For more information contact **Benefits Services** either by ringing them on **(01709) 382121** or by writing to them at **Benefits Services, RBT (Connect) Ltd, Civic Building, Walker Place, Rotherham, S65 1UF.**

9. THE LEASEHOLDERS FORUM

Everyone who owns the long lease of a flat or maisonette within a Council owned building is welcome to come along and join the Leaseholder's Forum.

The Forum is designed to provide a platform for discussion surrounding everything involved with your leasehold tenancy, but has the specific aims of:

- Improving communication between leaseholders and the Council
- Acting as a consultation forum for all issues and services affecting leaseholders
- Give leaseholders the opportunity to become involved in the development of service improvements that affect them
- Helping to achieve good value for money

The Forum meets on a regular basis and all leaseholders will get written notification of the meeting arrangements.

10. LEASEHOLDERS' NEWSLETTER

As well as receiving "Open House" the Council's quarterly newsletter for tenants and leaseholders, all leaseholders also receive their own twice yearly newsletter devoted entirely to leaseholder issues. It aims to keep you updated on all issues that may affect you as a long leaseholder.

11. JOINING A TENANTS & RESIDENTS ASSOCIATION

We want you to have a say in how the housing service is run. A good way of doing this is to join or set up a local Tenants' and Residents' Association. By working together we can share ideas and make better decisions about the housing service. By joining a local association you can be involved in discussions with your neighbours (including council tenants and freeholders) about the services which affect your area.

What is a Tenants' and Residents' Association?

This is a group of local people who come together to put forward the views of tenants or residents in an area. An association raises issues with its members and works with the Council to solve local problems. The sort of issues that groups get involved in includes:

- estate management
- cleaning of streets and shared areas
- environmental improvements
- facilities for play and social activities
- repairs
- parking problems

- vandalism and crime prevention.

Why form an association?

An organised group has a stronger voice than an individual person. We will always consult with recognised groups on important housing issues. This means that you have the chance to influence the decisions we make.

Locally, your association can help to increase community spirit and give everyone the chance to get to know each other. You can also provide information to people living in your area about what is going on, through regular newsletters and meetings.

Getting started

Talk to some of your neighbours, listen to their views and get their support. Then contact your housing officer. We will help you to get your group underway. It will be hard work, and it may take some time, but it will be worth it in the end.

What if I do not want to join an association?

If you do not want to set up or join an association, we can still consult you on matters that affect you as a leaseholder.

We recognise that many people have busy lifestyles and that not everyone can devote the time to attend meetings. We conduct postal surveys, telephone surveys, contact people via email and have even considered texting people on their mobile phones. Whilst all this is fine we have found that people usually have a preferred method by which they would like to be contacted and often have firm views on what is of interest to them and what isn't.

We have therefore developed the **Key Player Initiative**, designed to let you have a say on the policies and issues that affect you in ways that suit you best. For more information on the Key Player Initiative give the Tenant Involvement Unit a ring. They will be only too pleased to explain how it all works and what you need to do to register for the scheme.

If you would like more information about setting up a Tenants and Residents Association or you would like to know more about the Key Player Initiative please contact the Tenant Involvement Unit on (1709) 336800/1/2. Alternatively you could write to them at Tenants' Resource Centre, FREEPOST NEA 9249, Rotherham, S60 3BR NO STAMP NEEDED, or email them at tiu@rotherham.gov.uk

12. CUSTOMER SERVICES – HAVING YOUR SAY

Our Promise to you

Our aim is to make our service to you as good as it can be so we will:

- Treat you fairly and with respect
- Deal with your enquiries and complaints thoroughly, quickly and honestly
- Listen carefully and make a note of the issues you raise
- Be sensitive, discreet and respect your privacy
- Give you clear and relevant information
- Make our Buildings and services easy to find and use
- Make sure our services meet your needs by listening to what you say

- Improve our services by involving you and staff in setting and monitoring standards
- Give staff the skills, training and support they need to put you first

Please tell us if you have special communication needs. For example, if you are deaf, blind or cannot speak or read English. If you don't understand something we tell you, please ask for help.

Customer Suggestion Scheme

You can make suggestions about anything that you feel would improve our service through the Customer Suggestion Scheme. Awards and prizes are given for the best suggestions. A customer suggestion scheme form is included on page ?? of this guide.

Complaints

We want to provide good quality services for everyone. If things go wrong we need to know about them, so we can put them right. We will use complaints in a positive way so that we learn from mistakes and improve our services to you.

You can make a complaint when you are not happy with the standard of service we have provided.

You can make an official complaint to the Customer Services Manager

- In Person
- By phone on (01709) 336964
- In writing
- By completing a complaint form – a form is available on page ?? of this guide
- By email at – complaints@rotherham.gov.uk
- By visiting our website – www.rotherham.gov.uk
- By fax on (01709) 822792

We will investigate and deal with complaints thoroughly and quickly and make sure you know what is going on at all times. We will treat your complaint as confidential.

Treating You Fairly

We promise to treat all people fairly. We are committed to ensuring that no individual or group is disadvantaged in the service they receive.

- There will be no discrimination against anyone on the grounds of race, colour, gender, marital status, disability, appearance, sexual orientation, lifestyle, perceived or real HIV status, religion or social background.
- Under no circumstances will harassment be tolerated
- Services and service provision will be continuously reviewed and developed to meet the needs and requirements of all sections of the community
- We will make every effort to meet any special needs and ensure the service provided is equitable and accessible to all.

Compliments

If you are pleased with the service we have provided we would like you to tell us. Just as a complaint can let us know when we are getting things wrong, a compliment can reassure us that we are getting things right.

All compliments we get are passed on to the relevant section or member of staff concerned so that they know that you were pleased with the service. It helps them to know if they are doing things right.

13. UNDERSTANDING YOUR LEASE

Your lease – what it says, and what it means

Your lease – what it says, and what it means. The following pages set out a typical lease for a Rotherham Borough Council flat. Your lease will probably be the same as this, but some leases have a few differences.

This document explains what the lease means in plain English. Remember, however, that the plain English version is only a guide – the legal wording in your actual lease would be used in law if there were a dispute over the terms of your lease.

In your lease you will find some unusual words which have a particular meaning in law. Some of them appear several times. The list below may be helpful in understanding them:

Lessee	This means you - the leaseholder.
Common parts	This means the shared parts of the block your flat is in, such as the roof, outside walls, stairs, hallways, landings, shared gardens, drying areas, parking areas, and services such as sewers, water supply, gutters, down-pipes and so on.
Demised Premises	This is your flat, and any gardens or outbuildings for your own use, which are mentioned in the lease.
Covenants	These are things you agree to do when you buy your lease, such as paying your charges, not causing nuisance to neighbours, and so on. They are legally binding, and if you don't keep to them you will have broken the terms of your agreement.

The following paragraphs are taken from the lease in the order they appear. The first paragraph (in Italics) is what your lease says, and the following paragraph explains what it means.

What your lease says ...

*This lease made the day of Two thousand and []
BETWEEN ROTHERHAM BOROUGH COUNCIL of Civic Building Walker Place
Rotherham S65 1UF (hereinafter called "the landlord" which expression shall where
the context so admits include its successors in title) of the one part and []
][] Rotherham in the County of South Yorkshire (hereinafter called
"the tenant")*

What it means ...

This is a lease for a flat, completed on [date] and is between Rotherham Borough Council (called "the landlord" in this lease) and [your name] (called "the Tenant" in this lease).

Please note - In the rest of our plain English explanations, we call the council 'we' and the leaseholder 'you' The paragraphs (clauses) are numbered the same here as in the lease.

What your lease says - Paragraph 1

WITNESSETH as follows:-

1. *In consideration of the sum of [] pounds paid by the Tenant to the Landlord (the receipt whereof the Landlord hereby acknowledges) being the sum which the parties have agreed is the price payable under Part V of the Housing Act 1985 in the exercise by the Tenant (who is a secure tenant within the meaning of that expression as used in the said Act and who has given the Landlord notice claiming to exercise his right to buy under the said Act) of his right to buy and in consideration also of the rents and covenants hereinafter contained and those implied by statute herein the Landlord hereby demises unto the Tenant*

ALL THAT [] floor flat situate and known as Number [], Rotherham in the County of South Yorkshire TOGETHER WITH all conducting media which are laid in any part of the Building within which the Property is situate and serve exclusively the Property ALL WHICH property is shown on the plan annexed hereto and thereon edged red (hereinafter referred to as "the Property") TOGETHER WITH the rights set out in Schedule II hereto EXCEPT AND RESERVING unto the Landlord the rights set out in Schedule III hereto TO HOLD unto the Tenant for a term of One hundred and twenty-five years from the day of Two thousand and [] to the intent that the existing tenancy of the Tenant shall merge and be extinguished in the said term SUBJECT TO the matters set out in Schedule I hereto YIELDING AND PAYING THEREFOR the yearly rent of Ten pounds on the First day of April in each year in advance

What Paragraph 1 means...

The Council acknowledges receipt of your money for the purchase of your flat under the Right to Buy scheme.

We lease to you the property (including the services) as shown on the plan edged red, but it is subject to you complying with the terms of this lease. You have the rights listed in Schedule II, but we have the rights listed in Schedule III.

You now have a lease of 125 years from the date entered, and your old tenancy with us no longer exists. For this you pay a yearly ground rent of £10, which is due a year in advance every 1st of April.

What your lease says - Paragraph 2

Paragraph 2 (1-17) sets out the list of things you agree to do.

What paragraph 2 (1) says...

2. *The Tenant hereby covenants with the Landlord as follows:-*

- (1) *To pay the said rent on the First day of April in each year without any set-off or deduction whatsoever (except if required by law)*

What paragraph 2 (1) means...

You agree to pay us the £10 ground rent on 1 April each year without any deductions from that sum.

What paragraph 2 (2) says...

- (2) *To pay to the Landlord without any deduction by way of further and additional rent a reasonable part of the cost of repairs (including the making good of any structural defects) maintenance insurance the provision of services (if any) by the Landlord and the costs of management of the said Building of which the Property forms part and improvements (including alterations and additions) carried out by the Landlord to the Property of the said Building or land forming the curtilage thereof (if any) such further and additional rent (hereinafter called "the Service Charge") being subject to the following terms and conditions:-*

What paragraph 2 (2) means...

You must pay all charges, which become due for your leased flat, in addition to your rent. Also, you must pay your service charge, which is your share of all costs and expenses for the block your flat is in.

What paragraphs 2 (2) (a-h) say...

These paragraphs deal with the service charge you pay

- (a) *The amount of the Service Charge shall be ascertained and certified by a Certificate (hereinafter called "the Certificate") signed by the Landlord's Director of Financial Services at the end of each period of Five years of the said term and as soon after the end of each of the said Five year periods as may be practicable and shall relate to such period in manner hereinafter mentioned*
- (b) *The expression "Five year period" shall mean the period from the First day of April in one year to the Thirty-first day of March five years later*
- (c) *The first Five year period shall commence on the First day of April Two thousand and []*
- (d) *The Service Charge shall be calculated at the beginning of each Five year period on the basis of the Landlord's estimate of the expenses and outgoings and the cost of improvements as aforesaid likely or to be incurred by the Landlord during such Five year period*
- (e) *The proportion of Service Charge payable by the Tenant during each Five year period by way of further rent shall be ascertained by dividing the Service Charge by []*
- (f) *The further rent in respect of the Property shall during each five*

year period be payable by annual equal instalments in advance on the First day of April in each year the first payment of the further rent to be made together with and including an apportioned part thereof in respect of the period from the date hereof to the First day of April Two thousand and []

- (g) The Landlord shall have the right (but only after the expiration of the first five year period) to increase some or all of the annual payments of further rent in any five year period in event of the occurrence of major works or repairs being required to the said Building which were unforeseen at the time of the Landlord's estimate made in accordance with sub-clause (2)(d) hereof*
- (h) As soon as practicable after the date of the Certificate the Landlord shall furnish to the Tenant an account of the further rent payable by the Tenant for the five year period in question due credit being given therein for all instalments of further rent paid by the Tenant and upon the furnishing of such account showing such adjustments as may be appropriate there shall be paid by the Tenant to the Landlord any balance of further rent found payable or there shall be allowed by the Landlord to the Tenant any amount which may have been overpaid by the Tenant as the case may be*

What paragraphs 2 (2) (a,b,c,d &e) mean...

We will issue a certificate detailing your service charge, and you will get one of these every five years as soon after 1 April as possible. Periods start on 1 April, and the service charge will be estimated by us to cover items such as expenses, outgoings and maintenance for the five-year period ahead.

The figure in paragraph (e) tells you your service charge is a proportion of the number of flats in your block.

What paragraph (f) means...

Your service charge will be payable by equal yearly payments, in advance, and on 1 April. The date given tells you the first date a payment is due.

What paragraphs (g & h) mean...

We have the right to increase your service charge if any major repairs are necessary which could not have been foreseen when we estimated the charge.

Paragraph 2 (3)

What paragraph 2 (3) says...

(3) That if within Three years from the date hereof there shall be a disposal within the meaning of Section 159 of the said Act the Tenant will pay to the Landlord on demand the sum of [] pounds (£) reduced by one-third of that amount for each complete year which shall elapse between the date of this lease and the date of that disposal PROVIDED NEVERTHELESS that if there shall be more than one such disposal the Landlord shall be entitled to demand payment only on the first one.

What paragraph 2 (3) means...

If you sell your flat within three years of you buying it, then you will be asked to repay some of your discount back. The amount you pay back will be one third for each complete year that remains. So, if you sell after only a year, you will be asked to repay two thirds of the discount you received back to us. If you sell after two years, then you will be asked to repay one third back and, after three years, you may sell, and will not be required to pay any discount back.

This only applies to the first person to buy the flat from us, which is the person who bought under the Right to Buy provisions.

Paragraph 2 (4)

What paragraph 2 (4) says...

(4) To pay all existing and future rates taxes assessments and outgoings whatsoever now or hereafter charged or imposed upon the owner or

occupier in respect of the Property or payable by the owner or occupier in respect of the Property except only such as the Landlord is by law bound to pay notwithstanding any contract to the contrary

What paragraph 2 (4) means...

You must pay any Council Tax or other taxes that may be due now, or at any time in the future.

Paragraph 2 (5)

What paragraph 2 (5) says...

- (5) *To keep the interior of the Property in good and tenantable repair and condition the said interior to include the items set out in Schedule IV hereof.*

What paragraph 2 (5) means...

You must maintain the interior of your flat to a reasonable standard, at least the items listed in Schedule IV.

Paragraph 2 (6)

What paragraph 2 (6) says...

- (6) *To permit the Landlord and its duly authorised surveyors and agents with or without workmen upon giving one weeks previous notice in writing from time to time to enter the Property and every part thereof at reasonable times in the daytime to examine the state and condition thereof and thereupon the Landlord may serve on the Tenant notice in writing specifying any internal and decorative repairs necessary to be done*

What paragraph 2 (6) means...

You must allow us to enter your flat on occasions to survey its condition. We will only do this at a reasonable time during the day, and only after giving you at least a weeks notice in writing.

If we find there are repairs to be carried out, then we will write to you telling you what needs to be done.

Paragraph 2 (7)

What paragraph 2 (7) says...

- (7) *Not to make any structural alterations or structural additions to the Property or any part thereof or remove any Landlord's fixtures without the previous consent in writing of the Council such consent not be unreasonably withheld*

What paragraph 2 (7) means...

You must not make alterations or additions to the flat (including the structure and fixtures and fittings) without first getting our permission in writing.

We will give you permission if the alterations are reasonable.

Paragraph 2 (8)

What paragraph 2 (8) says...

- (8) *Not to use the Property or permit it to be used otherwise than as a private dwelling*

What paragraph 2 (8) means...

You must only use the flat as your private residence, and not use it for anything which could cause a nuisance to anyone else, or for illegal or immoral purposes.

This also applies to anyone who you allow to use your flat.

Paragraph 2 (9)

What paragraph 2 (9) says...

- (9) *Not to do or permit any act or thing whereby any policy of insurance of the Landlord may be rendered void or voidable or which may cause an increased premium to be payable in respect thereof or keep any explosive or dangerous substances in the Property*

What paragraph 2 (9) means...

You must not do anything that is not covered in our insurance policies, or allow anyone else to do such things. In particular, you must not keep (or allow anyone else to keep) any explosive or dangerous substances in or around your flat.

Paragraph 2 (10)

What paragraph 2 (10) says...

(10) Not between 11.00 p.m. and 7.00 a.m. to play or use any musical or other instrument television radio wireless loudspeaker or device nor to sing or make any other noise on the Property which is audible outside the Property and not to do any other act or thing which may cause annoyance to the owners lessees and other occupiers of houses or flats of the Landlord

What paragraph 2 (10) means...

You must not play or listen to music, or listen to television at a level that can be heard outside your flat between the hours of 11.00 pm and 7.00 am. This also includes any activity that would cause annoyance to other flat owners.

Paragraph 2 (11)

What paragraph 2 (11) says...

(11) At the determination of the said term peaceably to yield up to the Landlord the Property and all Landlord's fixtures and fittings (if any) in good internal repair (including decorative repair) in accordance with the covenants on the part of the Tenant herein contained

What paragraph 2 (11) means...

At the end of the 125 years that this lease runs, you must give the flat back to us, with any additions to the property and all the fixtures and fittings in good order.

Paragraph 2 (12)

What paragraph 2 (12) says...

(12) Not without the prior written consent of the Landlord to remove or require the removal by any person of any cable at present laid in under over or affixed to the Property and used for transmission of radio telephone or television or electronic signals

What paragraph 2 (12) means...

You must not remove, or ask anyone to remove, any cables which are in or around the flat. This means cables such as television, radio, telephone etc., can only be removed or moved with our written approval.

Paragraph 2 (13)

What paragraph 2 (13) says...

(13) To observe and perform all reasonable regulations and restrictions made by the Landlord for the proper management of the Building and notified in writing by the Landlord to the Tenant from time to time

What paragraph 2 (13) means...

We may write to you telling you of regulations that have been issued concerning the management of your flat. You must observe and carry these out.

Paragraph 2 (14)

What paragraph 2 (14) says...

(14) Within one calendar month after every assignment assent transfer or under-lease (otherwise than by way of mortgage) of the said Property to give notice thereof in writing with particulars thereof to the Landlord and to produce such assignment assent transfer or under-lease. To pay to the Landlord a registration fee of Ten pounds in respect of each such assignment assent transfer or under-lease

What paragraph 2 (14) means...

Anyone buying, under-leasing or inheriting the lease, must give a copy of the deed of assignment to us within one month of the transfer. The same applies to anyone gaining title by a court order or by letters of probate.

The new owner must pay a registration fee of £10 to us.

Paragraph 2 (15)

What paragraph 2 (15) says...

(15) Not to keep or permit to be kept in the Demised Premises any animals birds (other than a caged bird) reptiles or other livestock without the

prior written consent of the Lessor which shall not be unreasonably withheld and which if given shall be deemed to be by way of licence revocable at will

What paragraph 2 (15) means...

You must not keep (or allow anyone else to keep) any animals or birds unless you have written permission (a licence) from us. We can cancel the licence if we wish.

Paragraph 2 (16)

What paragraph 2 (16) says...

(16) To comply with and observe any reasonable rules and regulations which the Landlord may make to govern the use of the Retained Premises Such rules and regulations may be restrictive of acts done in the Block of Flats detrimental to its character or amenities which the Landlord may make consistently with the provision of this Lease.

What paragraph 2 (16) means...

This is the same as paragraph 2 (13), but relates to regulations made for the other flats in your block.

Paragraph 2 (17)

What paragraph 2 (17) says...

(17) To pay all cost charges and expenses (including any professional fees) incurred by the Landlord in or about the preparation or service of a notice under Section 146 of the Law of Property Act 1925 (even if forfeiture is avoided otherwise than by relief granted by the Court)

What paragraph 2 (17) means...

You must pay our costs if we have to take legal action because you have broken the terms of this lease, unless the court decides that you do not have to pay costs.

Paragraph 3 (a)

What paragraph 3 (a) says...

(a) That the Tenant paying the rent and further rent hereby reserved and

performing and observing the several covenants on his part and the conditions herein contained or implied by statute shall peaceably hold and enjoy the Property during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for it

What paragraph 3 (a) means...

As long as you continue to pay the ground rent and other charges, and keep to the conditions of this lease, you are entitled to live in peace in your flat without interference from anyone, including ourselves.

Paragraph 3 (b)

What paragraph 3 (b) says...

(b) To maintain and keep in repair the main structure and exterior of the Property and the said Building which repairs shall include the window frames external door(s) together with the boundary fences and walls erected by the Landlord and also including the making good of any structural defects.

What paragraph 3 (b) means...

We will maintain and redecorate the main structure and the outside of the building.

Paragraph 3 (c)

What paragraph 3 (c) says...

To insure the Property and the remainder of the said Building and if required by the Tenant to produce for inspection the policy of insurance or if the Landlord shall undertake such risks at its own cost then the Landlord shall be entitled to charge the Tenant a reasonable sum in lieu of the cost of insurance.

What paragraph 3 (c) means...

We will keep the building insured against loss or damage by fire and certain other risks. You are entitled to see a copy of the insurance policy if you ask us.

Paragraph 3 (d)

What paragraph 3 (d) says...

To manage the building

What paragraph 3 (d) means...

We will carry out all management work for the block, including your flat.

Paragraph 4

What paragraph 4 says...

4. PROVIDED ALWAYS that if the rent and further rent hereby reserved or any part thereof shall remain unpaid for Twenty-one days after becoming payable or if the Tenant is in breach of any of the covenants in Clause 2 hereof the Landlord may at any time thereafter re-enter upon the Property or any part thereof and thereupon this demise shall absolutely determine but without prejudice to any right or remedy of the Landlord in respect of any arrears of rent or any antecedent breach of covenant

What paragraph 4 means...

You must pay any outstanding rent in full within 21 days of it being due. If you do not pay your rent, or not comply with any other condition of your lease, we may re-possess your flat.

Paragraph 5

What paragraph 5 says...

5. IT IS HEREBY DECLARED that the words included in this Lease importing the masculine gender only include the feminine and words importing the singular number only include the plural and vice versa and if there are two or more persons included in the expression "the Tenant" the covenants on the part of the Tenant hereinbefore contained shall be deemed to be entered into by such persons jointly and severally and the Tenant declares that the survivor of them

can give a valid receipt for capital money arising on a disposition of the property hereby demised

What paragraph 5 means...

If the lease mentions "he" it also means "her" or vice versa.

If the lease mentions one thing or person it also means any number, and vice versa

If more than one person owns this lease, the contract will apply jointly to both of them or to a remaining owner, if he can prove ownership.

Paragraph 6

What paragraph 6 says...

6 IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Sixty thousand pounds

IT IS CERTIFIED that the Council and the Lessee agree that there is no agreement for Lease to which this Lease gives effect

What paragraph 6 means...

You and we confirm that the purchase price agreed for this lease is not more than £60,000, nor does it form part of a bigger sale which totals more than £60,000, and we have not entered into an agreement for lease.

Schedule 1

What schedule 1 says...

SCHEDULE 1 - Matters to which the Property is subject

The matters contained mentioned or referred to in a Conveyance dated [] and made between (1) [] and (2) The Mayor Aldermen and Burgesses of the County Borough of Rotherham of the other part so far as the same are still subsisting and are capable of taking effect and relate to or affect the Property

What schedule 1 means...

Conditions you agree to keep to (if any) as a result of the original conveyance to us.

Schedule II (a)

What schedule II (a) says...

SCHEDULE II - Rights which benefit the Property

- (a) *The full and uninterrupted passage and running of water and soil smoke or fumes gas and other piped fuel and electricity (in common with the Landlord and all other persons entitled to the like right) from and to the Property through the drains pipes sewers cables and wires which now or at any time during the term hereby created be in on under or passing through the Building within which the Property is situate together with the right (in common as aforesaid) at all reasonable times upon giving Forty-eight hours previous notice in writing (except in the case of emergency) to enter into or upon other parts of the said Building for the purpose of maintaining the same*

What schedule II (a) means...

We must provide your flat with a mains water supply, electricity supply, gas supply (where available) and sewers. We can enter your flat to maintain these, but must give you 48 hours notice in writing.

Schedule II (b)

What schedule II (b) says...

- (b) *All rights of shelter and support now enjoyed by the Property from any part or parts of the Building within which the Property is situate*

What schedule II (b) means...

We must make sure that the structure of the building supports and protects your flat.

Schedule II (c)

What schedule II (c) says...

- (c) *Such rights of entry upon the said Building as are necessary for the proper performance of the Tenants covenants and for the purpose of escape in case*

of fire or other emergency

What schedule II (c) means...

We must allow you access to all parts of the block to enable you to do all the things required in your lease, and for fire or emergency reasons.

Schedule II (d)

What schedule II (d) says...

(d) *A right of way over the strips of land coloured [] on the said plan and a right of way over the landings and staircase coloured brown on the said plan*

What schedule II (d) means...

You can use the areas of land shown coloured on the plan and also the common parts coloured brown on the plan.

Schedule II (e)

What schedule II (e) says...

(e) *A right to use the joint bin store shown coloured [blue] on the said plan and a right to use the shared drying area coloured [] on the said plan*

What schedule II (e) means...

You can use the joint bin store and drying area shown on your plan.

Schedule III (a)

What schedule III (a) says...

SCHEDULE III - Rights to which the Property is subject

(a) *Such easements rights and privileges over the Property corresponding to those expressly granted to the Tenant over other parts of the said Building pursuant to Clauses (a) and (c) of Schedule II hereof.*

What schedule III (a) means...

We, and other leaseholders in the block, have the same rights of access to entrances, passageways, drying areas and so on, as you have (set out in Clauses (a) and (c) of schedule II of this lease)

Schedule III (b)

What schedule III (b) says...

- (b) *A right for the Landlord in common with the Tenant and the persons deriving title under the Landlord the owner or owners and occupiers for the time being of the said Building and all other persons authorised by them respectively to use the bin store coloured blue on the said plan.*

What schedule III (b) means...

Both you and we, as landlord, have a right to use the shared dustbin areas.

Schedule III (c)

What schedule III says...

- (c) *The right for the Landlord its servants agents and licensees to enter the Property at all reasonable times for the purpose of inspecting repairing maintaining renewing or removing the said pipes and other apparatus.*

What schedule III (c) means...

We can enter your flat if necessary to repair or maintain the shared services (such as mains water supply, drains, gutters, electricity supply, and so on).

Schedule III (d)

What schedule III (d) says...

- (d) *The right to affix and maintain such wireless television aerials and telecommunication cables for the provision of an elderly persons alarm system to the Property as the Landlord may deem appropriate for the use of the occupiers of the said Building and any adjoining or neighbouring property of the Landlord*

What schedule III (d) means...

We have the right to erect and maintain aerials, or cables to serve any elderly person alarm that we have in the block.

Schedule IV

What schedule IV says...

SCHEDULE IV

List of items for which the Lessee is responsible

Glass

Internal doors

Bathroom and kitchen fittings

Internal decorative repair including plasterwork

Floor surfacing

Electrical appliances attached to the plasterwork and interior of the Property

What schedule IV means...

This is a list of things you must keep in good repair (as stated in paragraph 2 (5) of your lease).

Notes

Useful Contacts page – shared with the “Welcome Home” publication

ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS
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1.	Meeting:	Cabinet Member for Housing and Environmental Services
2.	Date:	29th November 2004
3.	Title:	Tenant satisfaction survey for Direct Debit
4.	Programme Area:	Neighbourhoods

5. Summary

The Customer Finance Unit carried out a customer satisfaction survey of existing Direct Debit customers to establish two issues, firstly that their current direct Debit Cycle was convenient and secondly if customers wanted a statement of account.

A total of 2668 surveys were sent out with a return rate of 39%. Out of the 1045 returns 36% of customers said they would like a quarterly statement, whilst 38% said they would like a further payment cycle at the beginning of each month.

6. Recommendations

THAT CABINET MEMBER APPROVE:

- 1. THE ISSUE OF QUARTERLY DIRECT DEBIT STATEMENTS FOR CUSTOMERS**
 - 2. A THIRD DIRECT DEBIT CYCLE IS SET UP AT THE FIRST OF EVERY MONTH.**
-

7. Proposals and Details

7.1 A survey of Direct Debit customers was carried out to establish service satisfaction levels. It underpinned what was thought to be areas of weakness that would be highlighted in the forthcoming Audit Commission ALMO indicative inspection report. Best practice determines customers should have easy access to statements of account and they should have more choice to determine what payment dates are most convenient to them.

7.2 Consultation took place through the Rents Policy Panel with regard to the survey questions. The survey asked customers two key questions relating to the service. The first concerned the issuing of statements of accounts, whilst the second assessed satisfaction with the payment cycles, currently fixed at the 12th and 24th of the month.

7.3 The outcomes of the 1045 survey returns were:

Rent Statements

36% of returns said they would prefer a quarterly statement of account.

22% preferred to receive one annually.

22% said they did not require a statement.

20% preferred to receive a statement half yearly.

Payment cycles

38% preferred to have an additional payment date at the 1st of the month

20% said they would prefer the 18th of the month

42% said they were satisfied with their current payment cycle

8. Finance

The cost in setting up a further Direct Debit cycle on the 1st of the month would be negligible.

The costs to issue quarterly statements to existing customers will be in the region of £1.20 per statement. This covers postage, stationery costs and staff time setting up the cycle and dealing with associated enquiries.

Total costs per annum would be in the region of £12k

9. Risks and Uncertainties

There are no risks associated with these proposals. The improvements identified in the recommendation will enhance customer satisfaction and will give added value to the service. The greater the number of tenants on Direct Debit, the lower the transaction

costs for the Council, as this has been identified as the cheapest payment method, at just 7p per transaction.

10. Policy and Performance Agenda Implications

The survey underpins the recent Audit Commission report which highlighted the Council does not offer enough Direct Debit cycles and it does not give its tenants the opportunity to check a statement of account, to ensure payments have been received.

11. Background Papers and Consultation

Members of the Rents Policy Panel were consulted prior to the survey.

**Contact Name : Simon Bell, Rent Recovery Officer, Ex2670
simon.bell@rotherham.gov.uk**

ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS
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1.	Meeting:	Cabinet Member for Housing and Environmental Services
2.	Date:	29/11/04
3.	Title:	“Going Local” Initiatives Evaluation
4.	Programme Area:	Neighbourhoods

5. Summary

This report identifies and evaluates each initiative undertaken within the Going Local pilot project, within the original set-up period from May – October 2003, and subsequently, and recommends which initiatives should be rolled out across the borough.

6. Recommendations

- **THAT SUCCESSFUL INITIATIVES TESTED IN “GOING LOCAL” CONTINUE TO BE ROLLED-OUT AS PART OF SERVICE RESTRUCTURING TO SUPPORT THE ALMO, AND NEIGHBOURHOOD MANAGEMENT;**
 - **THAT THERE BE CONTINUED DEVELOPMENT AND TESTING OF INITIATIVES AT THE GOING LOCAL PILOT AREA.**
-

7. Proposals and Details

7.1 The “Going Local” Housing and Repairs Pilot commenced in May 2003. It had a number of objectives, ie:-

- that the housing management service transform to a generic style of neighbourhood management;
- that the repairs service modernise in line with recommendations from the 2002 Audit Commission inspection report;
- that the pilot be used as a test bed for new initiatives.

7.2 An interim evaluation has been undertaken of the pilot, along with a subsequent update in June 2004. The conclusion has been that broader initiatives that will influence service delivery strategies be rolled out within the programme area restructure, and that a more detailed evaluation be undertaken of the individual initiatives.

7.3 The attached report (Appendix 1) itemises each initiative, categorised into issues that have impacted upon repairs & maintenance, community engagement, management & administration, neighbourhood management & partnerships and estate management.

7.4 Each initiative has been evaluated against the direct beneficiaries ie. has the initiative benefited the customer (front of house) or the process (back of house)? It is accepted that benefits to process eg. reducing inefficiency, has an indirect benefit to the customer through redeployment of resources etc. The report (appendix 1) identifies the direct beneficiary in the first instance.

7.5 The report also identifies whether each initiative has been successful or not, and makes recommendations whether it should be rolled out, or if the initiative requires further development to become successful.

8. Finance

This report is based upon the Going Local pilot being cost neutral ie. no additional costs would be incurred as a result of the pilot’s creation, and service improvements would be delivered from existing – or reduced – resources. Previous reports have demonstrated how value for money has been achieved.

9. Risks and Uncertainties

9.1 Both Audit Commission inspection reports in 2004 have indicated concerns that the lessons learned within Going Local have not been extended. Failure to do so is likely to be highlighted as a major weakness in 2005’s ALMO inspection.

9.2 The Neighbourhood Management arm of the new structure has been significantly shaped by the experience of Going Local. Failure to adopt the initiatives identified for

roll out, could result in less effective services and service structures. However, rolling out initiatives that have either failed, or been identified as requiring further development could also result in this.

10. Policy and Performance Agenda Implications

10.1 The initiatives tested in Going Local all have direct or indirect implications on policy and performance. The objectives of Going Local are broadly based around the delivery of Neighbourhood Renewal through Neighbourhood Management. Therefore initiatives such as REFLECT and the partnership working have had direct implications upon regeneration of the area, in particular linkages to perceptions of the area and encouraging sustainability in terms of reducing crime and fear of crime, improving employment opportunities and working with local businesses. The move to generic locality based working has highlighted the Area Service Officers (Neighbourhood Champions) as a focal point for the community to engage with. As multi-agency co-ordinators, the ASOs have developed professional working relationships with a variety of partners with the aim of providing sustainable communities through improved housing, environment and other local facilities, as well as other key priorities such as health and education.

10.2 Partnership working has also had a positive impact on sustainability in the widest sense, as defined in the Corporate Plan. Particular impacts can be identified on local businesses, housing, transport, waste & energy, pollution, open spaces, social needs, leisure, and the local democratic process.

10.3 By deploying resources to neighbourhoods, and creating a mobile working environment (officers spending around 80% of time out in their neighbourhoods), the opportunities to impact upon hard to reach groups have substantially increased. Localised equality and diversity consultation events have also resulted in positive contact with a number of hard to reach groups.

10.4 Health implications of the initiatives have been limited and require further development. However, it is believed that generic housing management has helped vulnerable people prone to social exclusion, and targeted vulnerable communities of interest to help them maintain their independence.

10.5 The two inspections of 2004 have both recommended that initiatives from Going Local be rolled out. Many of these initiatives are dependent on the implementation of the restructure, and are linked to the R&M SIP and the ALMO Excellence Plan. The appropriate initiatives must be rolled out before the ALMO inspection in 2005.

10.6 Some Going Local initiatives have impacted upon BVPIs; the scheme has been criticised for its performance against BVPI 68 (void turnaround). Previous reports have dealt with these performance issues, but the majority of targets have now been met by year end. KPIs have demonstrated continuous improvement during the implementation of service changes.

11. Background Papers and Consultation

Pilot Area Management (Housing and Local Repairs Team) Project at Kimberworth Park & Munsborough - Background Report (April 2003)

Interim pilot evaluation report (July 2003)

Going Local pilot evaluation (November 2003)

Going Local pilot performance update (June 2004)

ALMO Excellence plan (August 2004)

Repairs and Maintenance Service Improvement Plan (August 2004)

Audit Commission Inspection of Rotherham's Repairs & Maintenance Service (2002)

Audit Commission Inspection of Rotherham's Repairs & Maintenance Service (2004)

Audit Commission ALMO Indicative Inspection Report (Oct 2004)

Contact Name : **Richard Walker**
 Neighbourhood Co-ordinator
 336950
 richard.david.walker@rotherham.gov.uk

Issues	Detail	Benefit To		Recommend Roll Out		
		Customer	Process	Yes	No	More Work Required
Repairs & Maintenance						
Inspection Appointments	Inspections for Technical Officers are offered by appointment, aimed at improving customer satisfaction, and value for money eg. minimising "dead time" spent cold calling. Further analysis and IT upgrades are required.	4	4			4
Fuel cards	Repairs fleet drivers normally refuel at the Eastwood depot. A fuel card system was piloted, resulting in shorter re-fuelling times. The evaluation showed that over £7000 could be saved within Going Local p.a. It is recommended each depot carry out cost benefit analysis before implementing the fuel card system. Savings impact on the customer via quicker response times.	4	4	4		
Multi-skilling	Traditionally operatives have specialised in one trade. Multi-skilling was piloted in Going Local, so operatives can complete jobs that require more than one trade within one visit, improving customer satisfaction levels and offering value for money. This has been rolled out.	4	4	4		
Mobile operatives	Traditionally operatives are driven to jobs by Foremen. By allocating operatives or teams of operatives, vehicles for themselves and materials, dead time has been significantly reduced. This is in the process of being rolled out.	4	4	4		

Issues	Detail	Benefit To		Recommend Roll Out		
		Customer	Process	Yes	No	More Work Required
REFLECT	Report Everything For a Local Environment that's Clean and Tidy (REFLECT) encourages operatives to report estate management issues. This recently assisted Going Local winning the Eyes and Ears campaign within HES.	4		4		
Merged Foremen and TO role	The Technical Officer role has been merged with that of the Foreman. This resulted in Foremen carrying out inspections, pre-terms, void inspections and other specialised repairs functions. This cut out the bureaucracy associated with the client-contractor relationship, and has led to customer benefits through improved and speedier services. This role has been built into the new structure.	4	4	4		
Operatives carrying out inspections	Traditionally many repairs requests are ordered as inspections for a TO who ordered work; a Foreman visited to measure for materials, then the Operative would carry out the repair. Going Local enables operatives to inspect and repair in one visit, improving customer satisfaction and value for money. More work is required to further reduce unnecessary inspections ordered by Neighbourhood Offices and Connect.	4	4			4
Voids procedure	The Going Local structure required a revised voids procedure. The performance of Going Local is regularly questioned re BVPI68. Performance has improved in line with the other teams who have used	4	4			4

Issues	Detail	Benefit To		Recommend Roll Out		
		Customer	Process	Yes	No	More Work Required
	the old method. (There are parts of the procedure that require more work before sign off).					
Pre terminations (TOs & Foremen)	By transferring responsibility for pre-termination inspections to the R&M function, essential pre void information is gathered and used to improve void turnaround times, eg. measuring, ordering materials.		4	4		
Customer care surveys	R&M customer satisfaction surveys regularly place Going Local in the high 90%'s of customers satisfied with services. Survey results are quality checked and negative responses analysed by the Team Leader; this has led to the REACT scheme.	4	4	4		
Photographing voids	Voids are photographed before and after repair. Information is used when recharging tenants for damaging properties. Photographs are also used at interviews to show prospective tenants properties, without having to visit . Further work is required to categorise, file and present information.	4	4			4
TOs under R&M line management	Bringing Technical Officers under the line management of the R & M Team Leader, has eradicated the client-contractor culture.		4	4		
Empowerment	Empowering operatives to offer additional repairs as an enhancement to services has been integral to delivering high satisfaction rates. Operatives are given current information on budget spend, programmes and policies to make this successful.	4	4			4

Issues	Detail	Benefit To		Recommend		Roll Out
		Customer	Process	Yes	No	
Operatives Handbook	The Operative's Handbook is carried by every operative, and contains useful information about the Programme Area and the Council, and has proved successful. Operatives are better equipped to answer customer queries about non-repairs issues.	4	4	4		
Depot access to OHMS	Repairs staff only have access to the ROCC IT system. Going Local introduced the OHMS system to the team, enabling officers to progress chase jobs, obtain performance and budgetary information, and amend appointment slots to reflect workforce availability.		4	4		
Average bonus	The bonus scheme was replaced with an average bonus for each operative. Individual performances were maintained, customer satisfaction improved and the scheme offered excellent value for money. Lessons have since been applied to the boroughwide replacement of bonus.	4	4	4		
Self service phones	An internal freephone line within both Going Local offices gave customers more choice in how to report repairs and access other Council services. All other offices have since been provided with free phone services.	4	4	4		
Imprest stock	As well as providing operatives with vehicles, each van is fitted with racking to carry imprest stock. This enables operatives to carry out repairs as they inspect	4	4	4		

Issues	Detail	Benefit To		Recommend		Roll Out
		Customer	Process	Yes	No	
	jobs, and carry out additional work as necessary.					
Recharge policy	Going Local piloted a new Tenant Recharge Procedure. This was evaluated independently and subsequently rolled out across the Borough.		4	4		
Obtaining materials from local stockists	There was consideration of obtaining materials from local stockists but obstacles arose with commencing new procurement arrangements through RBT, and analysis showed there would be problems piloting such a scheme. A referral has been made to the Transformation Team to incorporate this into the service transformation agenda.					4
Tenant interactions	Together with R. Connect, each time a customer enquires about a repair, a log is updated on the IT database. This system helps the investigation of complaints and providing customers feedback.	4	4	4		
Community Engagement						
Area Assembly slot	To make the service more accessible to the community, promote initiatives and consult about service changes, Going Local has regular question and answer sessions at Area Assembly meetings.	4		4		
Team Leader surgeries	The Going Local structure has reduced numbers of management positions. Team Leader surgeries were suggested by an Area Housing Panel rep who advised it was difficult to access someone in authority. Take up	4			4	

Issues	Detail	Benefit To		Recommend Roll Out		
		Customer	Process	Yes	No	More Work Required
	of this service has been low, and whilst it provides a means of access to managers, it is not recommended for roll out unless a need is established.					
One stop receptions	All enquiries are dealt with through merged cash office receptions. In theory this improves customer satisfaction as all enquiries are dealt with in one location; it also reduces numbers of staff allocated to the front line. In reality training is an issue, along with the deployment of resources to the receptions. Analysis is currently taking place through the Problem Solving Groups to measure the demand profile to inform deployment of resources to peak periods.	4	4			4
Joint Cllr surgeries	In some wards, Councillors hold joint surgeries with Officers, and with the extended opening on Thursdays, surgeries are held at the Neighbourhood Office. This has proved successful as Councillors can get instant responses to queries, improve customer satisfaction and reduce administration eg typing letters etc.	4	4	4		
NSO sign up	In the pilot plan, Neighbourhood Service Officers carried out lettings interviews. However, staff complained this was time consuming, and that Area Service Officers weren't establishing the early relationships anticipated with the locality working.				4	

Issues	Detail	Benefit To		Recommend Roll Out		
		Customer	Process	Yes	No	More Work Required
ASO sign up	To rectify this, responsibility was transferred to Area Service Officers. This has enabled a number of other initiatives to be undertaken.	4		4		
Tenant Buddy (New tenants)	This initiative has been tested across the Borough. Going Local identified Area Service Officers as the "Tenant Buddy", but with one phone number for contact to co-ordinate responses. Utilising a Technical Officer as a buddy has also been tested. Monitoring has been difficult, but the nature of the scheme means that even if only one customer uses the service, it has been successful.	4		4		
'One week' contact	Originating from the Learning From Customers forum, Going Local tested a one week contact initiative. This involves the designated "buddy" contacting a new tenant to ensure they are settling in their new home and are receiving adequate support. Monitoring of the scheme is difficult, but the principle of the initiative means that it must be a benefit to the customer.	4		4		
Going Local coats	ASOs have specially designed coats displaying the Going Local logo. They have raised the profile of Going Local and ensured the community recognise their ASOs when out on the neighbourhood.	4	4	4		
Opening hours	New office opening hours were tested following consultation with customers and stakeholders. There have been many benefits including, synchronised	4	4	4		

Issues	Detail	Benefit To		Recommend Roll Out		
		Customer	Process	Yes	No	More Work Required
	<p>cashiering and reception services, extended opening hours, uninterrupted time for training, (though some customers still visit when the office is closed, despite the new hours being operated for over a year and widespread publicity). The R&M function have also tested working until 6PM, offering appointments to customers who normally work during the day. This has also proved successful and been rolled out. Staff have also benefited through improved training opportunities.</p>					
Localised equality & diversity consultation	<p>Following Audit Commission recommendations, Going Local embarked on consultation aimed at gaining the trust and views of hard to reach groups. These have been extremely successful, but require more structure and embedding into the culture of the team.</p>	4	4			4
Community Involvement	<p>Engagement with the community at large has been successful. In effect every member of the team has community involvement as part of their duties and responsibilities, increasing resources in this field of work compared with the existing structure. This is particularly true of the ASO role; some successes include establishment of a Community Partnership, TARA, Neighbourhood Watch and other focus groups aimed at improving the neighbourhood.</p>	4	4	4		
Liaison with Area Housing	<p>Traditionally a Senior Housing Officer liaises with the Area Housing Panel; in Going Local this responsibility</p>	4				4

Issues	Detail	Benefit To		Recommend Roll Out		
		Customer	Process	Yes	No	More Work Required
Panels	is with ASO s. Area Housing Panel reps have complained of continuity issues and not all areas being represented equally at the monthly meetings. A review of the role of Area Housing Panels and their relationship with the Neighbourhood Teams must be undertaken.					
Ward member survey	As part of the evaluation of Going Local, a survey of Ward Members was undertaken. The results gave an excellent insight into what was working and what wasn't. Similar surveys have been undertaken to establish Ward Member views on a variety of issues including opening hours and estate walkabouts.		4	4		
Safeword scheme	Following a suggestion at the Tenants Forum, Going Local tested a scheme where vulnerable tenants can select a password which staff from Going Local have to use to gain access to the property. This is an attempt to reduce the risk of bogus Council workers. Originally only one customer opted onto the scheme; and the scheme was therefore not implemented. Recently consideration has been given to implementing the scheme in pockets through the E&D consultation events. I.e. Sheltered schemes.	4				4

Issues	Detail	Benefit To		Recommend Roll Out		
		Customer	Process	Yes	No	More Work Required
Management & Administration						
Local performance clinics	Initially performance was reported in terms of the team, which presented problems in determining accountability for poor performance. Establishing performance reports at patch level ensures individuals with weak performance can be monitored and asked to produce action plans for improvement at local performance clinics.	4	4	4		
Leave calendar	Working in three separate sites presents problems in requesting and monitoring annual leave entitlement. An electronic leave calendar was developed so staff can easily view the calendar from their own PC.		4	4		
Redefinition of responsibilities	Many tasks are carried out by certain individuals, irrespective whether this is the most appropriate way eg. Neighbourhood Manager answering Councillor surgeries on operational repairs issues. Through empowerment and redefining roles, a balance has been struck which benefits work planning, and improves services and customer satisfaction.	4	4	4		
ASO buddy scheme	To ensure that in an ASO's absence, their work is covered, a buddy scheme was introduced. This ensures services are delivered smoothly and has helped develop the 'self-managing team', as well as ensuring continuity for customers where possible. The	4	4	4		

Issues	Detail	Benefit To		Recommend Roll Out		
		Customer	Process	Yes	No	More Work Required
	buddy scheme has also been developed to cover health and safety as well as training issues.					
Admin centre	Operating from three sites, consistency of service and procedure is an area of concern. Other obstacles included ASOs unable to leave the office due to constant phone traffic. A proposal was developed to transfer calls and admin work to one site along with the majority of admin staff. This created an "admin centre", with the other site used as a base for the ASOs. This has proved effective in achieving it's original goals but there have been issues with front line staffing levels at Greasbrough, and high numbers of phone calls at Kimberworth Park. Further work is required to resolve these before roll out is recommended.	4	4			4
Repairs depot admin support	There was no specific admin support. A NSO was placed there to provide a clear link between the R&M and Housing Management functions. Voids, repairs and other admin functions are now carried out direct from the depot without the need to transfer data manually to the other offices for input. It should be noted that the geography of the area results in an inability to resource this role permanently, but the business support arrangement with RBT may overcome this problem.		4	4		

Issues	Detail	Benefit To		Recommend Roll Out		
		Customer	Process	Yes	No	More Work Required
Joint team meetings & guest speakers	To promote seamless services, between former Housing Services and Building Works staff, there are joint meetings and away days where all staff have the opportunity to meet each other, discuss their jobs and issues affecting the service. In addition, by amending opening hours, staff receive uninterrupted training.		4	4		
Joint management meetings	Team Leaders meet together with the Area Services Manager. Regular management team meetings are the key to co-ordination of services, new initiatives and increased understanding/awareness of how issues correlate across the service. A standard agenda is followed covering issues from performance to new initiatives.		4	4		
Rotation of NSOs (weekly)	To ensure the NSO team was generic and could act as one stop for customer enquiries, they were rotated on a weekly basis between tasks. Staff advised they were unhappy with this arrangement as they could not see tasks through to an end, and customers were often frustrated seeing different officers.				4	
Rotation of NSOs (monthly)	To deal with these problems, after staff consultation, the back office NSO's were rotated between tasks and - where appropriate - offices, on a monthly basis. NSO's staffing service delivery points (receptions and cashiering) opted not to rotate and maintained a largely specialised role. This has had a degree of		4			4

Issues	Detail	Benefit To		Recommend Roll Out		
		Customer	Process	Yes	No	More Work Required
	success, but there remain concerns that some staff do not like rotating tasks and locations. More work is required on BPR to ensure procedures can be easily implemented.					
Working groups	Going Local has implemented many changes to working practices. Sometimes staff feel these changes have been 'inflicted' upon them as opposed to feeling part of the change. This has been dealt with by establishing working groups. These comprise reps from all tiers of staff and regularly meet to discuss current issues of concern with management, future changes and how to deal with problems. This group is evolving into "Problem Solving Groups" (see below).		4	4		
Generic working	All Going Local staff worked generically at some point during the pilot. ASO s have moved from specialist housing functions to generic neighbourhood roles. After nine months, the rent arrears function was removed from their duties as per the detail below. The generic role of the ASO is successful as reality check on the estates and current voids performance has never been better. NSO's are performing generic tasks as part of the back office function, but the front line offers a limited generic service. Operatives are now multi-skilled and take into consideration wider neighbourhood issues. Foremen cover the work of the	4		4		

Issues	Detail	Benefit To		Recommend		Roll Out
		Customer	Process	Yes	No	
	Technical Officers, and Team Leaders cover each other's services.					
Centralised rents	ASO's had generic responsibilities, including rent arrears monitoring. Over the first nine months , arrears performance was poor. Analysis showed that staff carried out duties on the estates (as per the specification), but to the detriment of arrears recovery. A central rents team was subsequently established and has proved successful.	4	4	4		
Mobile communications	All ASO's have mobile phones to cover health and safety issues whilst out on their neighbourhoods, and to keep in constant contact with neighbourhood office staff. This enables them to report issues direct to partners such as Streetpride, rather than refer to a NSO who would in turn report the issue.		4	4		
Bright ideas book	Arising as a suggestion from the R&M working group, a "Bright Ideas Book" was established for operatives to present any ideas or issues they have. This scheme does not replace the Staff Suggestion Scheme, but should complement it. This is work in progress, and needs monitoring and evaluating before roll out.	4	4			4
Joint away day	Going Local brought three separate teams together, (two housing offices and one depot). A method of team building was to send them on a team building event at Ulley Country Park four months into the pilot.		4	4		

Issues	Detail	Benefit To		Recommend Roll Out		
		Customer	Process	Yes	No	More Work Required
	As a team building and morale boosting venture, the away day was successful. It is recommended that similar away days are carried out during the early stages of a new team coming together, then again later as a follow up.					
Training matrix	As previously noted, insufficient preparatory training has been a lesson learnt through the Going Local pilot. The NSO part of the team have complained most about training. In response, a training matrix was developed and is constantly evolving. It can be used to inform the training plan for the new structure.		4			4
NSO handbook	As part of the continued development/training of the NSO team, a handbook was created, indexing NSO functions with simple instructions how to complete tasks. The book is a living document and more work is required, although aspects can be rolled out.		4			4
Devolved budgetary control	Devolved budgetary control was a key pilot objective. Whilst some budgets are devolved to the Neighbourhood, others have remained under central control and local influence is difficult. There have been no benefits to the customer or the workplace in relation to budgets, so further work is needed to ensure Neighbourhood Teams understand and directly control setting, spending and monitoring of budgets.					4

Issues	Detail	Benefit To		Recommend		Roll Out
		Customer	Process	Yes	No	
Staff suggestion scheme	Going Local is a test bed for new ideas and new ways of working. Staff and colleagues from across the Programme Area are encouraged to make suggestions that Going Local could test out. In reality the majority of suggestions have come from within Going Local or from Senior Management. Therefore the concept of running a pilot to benefit the whole service requires greater emphasis.		4			4
Electronic calendars	As the majority of staff at Going Local are mobile, making appointments for them was difficult. The team uses electronic calendars to make appointments for each other and record their daily activities.		4	4		
Induction	In July 2003 all Going Local staff commenced the programme of Induction seminars aimed at new starters to the service. An independent evaluation was carried out and the Induction programme was subsequently rolled out for all new starters.		4	4		
Problem solving groups	As part of the evolution of the working groups, Going Local is establishing "problem solving groups" with staff, aimed at considering specific issues. These use different staff dependent on the subject, as problems arise from staff expressing 'change fatigue'		4			4

Issues	Detail	Benefit To		Recommend Roll Out		
		Customer	Process	Yes	No	More Work Required
Neighbourhood Management & Partnerships						
Neighbourhood management directory	Knowing who does what within a Neighbourhood is essential for the delivery of successful Neighbourhood Management, especially for individuals new to the area or role. Going Local established a directory of useful contacts through the IT system. The directory requires continuous updating to be relevant.		4			4
Localised Housing Benefit Officer	The local placement of a Housing Benefit officer was piloted in June 2003. Success of the placement was measured in terms of customer queries being answered without referral to Civic Building, staff liaising closely regarding rent accounts, and joint visits. The scheme had to be postponed due to insufficient resources in Revs & Bens, and consideration of the Public Access Programme is needed before attempting to roll this out .	4	4	4		
Pensions service	The Pensions service run regular surgeries by appointment for customers from the interview rooms, This partnership seeks to bring a centralised service into the local neighbourhood, and helps ensure customers who are hard to reach, have access to appropriate benefits.	4		4		
REMPLOY partnership	Going Local used REMPLOY to bring additional resources to the team eg. caretaking and admin		4	4		

Issues	Detail	Benefit To		Recommend Roll Out		
		Customer	Process	Yes	No	More Work Required
Community Safety events	<p>functions. Going Local helped build the confidence of individuals seeking a return to active employment.</p> <p>A series of multi-agency community safety events was organised through a partnership with the Rotherham Community Safety & Advice Centre. Whilst the aims and objectives were positive and beneficial to the community, improved planning and evaluation could have led to the events being more successful and improved for the future.</p>	4				4
Community Partnership Manager	The Community Partnership Manager was based in Going Local for several months. This gave housing and community based staff the opportunity to learn about each other's roles, and how these could complement each other. This has been essential for promoting community engagement in Going Local.	4	4	4		
Area Assembly team on site	The Area Assembly Unit recently joined the Neighbourhoods Programme Area. Prior to this, Going Local sited the AA team within one of its offices. This has built strong working relationships between the staff at Going Local and the AA team, and made the team more accessible to their community.	4	4	4		
Radio Sheffield	Going Local worked with Radio Sheffield to promote IT learning opportunities in the community. Whilst a successful initiative, future development needs to consider planning, structure and evaluation.	4				4

Issues	Detail	Benefit To		Recommend Roll Out		
		Customer	Process	Yes	No	More Work Required
Action Team for Jobs	Going Local worked with Action Team for Jobs to promote employment opportunities in the community. Whilst successful, future development needs to consider planning, structure and evaluation.	4				4
Graffiti busting partnership	The community identified graffiti as a major problem through the Community Development Plans for the area. Going Local created a three-way partnership between Housing Services, the Community Partnership and Streetpride to contract the services of a dedicated graffiti removal service for the area. This freed up caretaking resources for Going Local and the Borough as a whole, as well as removing virtually all graffiti from the area and meeting a community priority.	4	4	4		
Library partnership	Early indications demonstrated great potential for partnership working with the local Libraries. There have been some successes such as advertising open access properties and the hosting of community events. There are a number of other initiatives that still have potential for success, but require further work through a structured approach.	4	4			4
Safer estates meetings	The Safer Estates meetings were piloted within the Going Local area. They demonstrate how sharing information with partner agencies contributes to creating safer, more sustainable estates, as well as	4	4	4		

Issues	Detail	Benefit To		Recommend Roll Out		
		Customer	Process	Yes	No	More Work Required
	efficiency savings eg. staff time.					
Streetpride hotdesking	Access to the IT systems has been made available to local Streetpride Officers. This resulted in Streetpride spending more time in the Neighbourhood, as they don't have to report to the Town Centre office to send and receive instructions.		4	4		
Police bus	Going Local worked with SY Police to encourage awareness of crime reduction initiatives within the community. Whilst a successful initiative, future development needs to consider planning, structure and evaluation.	4				4
Beat the sneak campaign	Going Local worked with SY Police on the Beat the Sneak campaign. Whilst a successful initiative, future development needs to consider planning, structure and evaluation.	4				4
Estate Management						
Community Caretakers working with depot	A close working relationship has developed between the caretaking team and the R&M depot. Sharing resources has proved particularly effective, with caretakers maintaining the appearance of the depot, in exchange for use of the refuge and recycling facilities.		4	4		
Estate management log	To improve recording and monitoring of estate management issues, the Estate Management log was created. This system cross-references each issue with	4	4	4		

Issues	Detail	Benefit To		Recommend Roll Out		
		Customer	Process	Yes	No	More Work Required
	a unique reference number against the officer interviewing. Customers receive an acknowledgement letter including the reference number; this has proven very popular with staff and customers .					
Self reality checks	There is a programme of reality checks within the local performance management framework, including the management team reality checking each other, and ASO buddy's reality checking one another's estates.	4		4		
Caretaker Log	Caretaking jobs are traditionally listed in a paper based book. The split site, and increased responsiveness of the caretaking team resulted in a review of the traditional methods of working. The Caretaking log is an IT orientated database, which includes a priority system for different tasks. This enables the Caretakers to carry out more urgent jobs as a priority. Early indications are a success, but a full evaluation is yet to take place.	4				4
Neighbourhood walkabouts	Some ASO s have split their localities into five smaller patches (at street level). A programme of daily walkabouts ensures a daily presence on the estate, ensuring the community see one officer is in charge of the neighbourhood, and can be approached on the street rather than by visiting or phoning the office .	4		4		
Estate walkabouts	Each ASO organises and conducts multi-agency estate walkabouts for the area they manage. All	4	4	4		

Issues	Detail	Benefit To		Recommend			Roll Out
		Customer	Process	Yes	No	More Work Required	
	neighbourhood issues are considered during these walkabouts, where community representatives direct the route. Following walkabouts, tasks are apportioned accordingly to various partners and other issues are discussed in problem solving forums.						
Direct noise nuisance referrals	Following recommendations from the ombudsman, Going Local and Environmental Services have developed a procedure to ensure consistent and efficient reporting and monitoring of noise nuisance complaints. The scheme is not yet live due to IT issues and requires implementation and evaluation.	4	4				4

By virtue of paragraph(s) 7 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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of the Local Government Act 1972.

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