

CABINET MEMBER FOR HOUSING AND ENVIRONMENTAL SERVICES

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

Date: Monday, 13 December 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 Chairman is of the opinion should be considered as a matter of urgency.
3. 2nd Quarter Performance Report 2004/05 (Pages 1 - 31)
- to note the progress made
4. HouseMark Review of Performance Management (Pages 32 - 52)
- to note the progress made
5. Void Property Monitoring 1st to 26th November, 2004 (Pages 53 - 58)
- to note the action taken and current progress
6. Westminster Briefing (Page 59)
- to discuss attendance
7. Petition - High Hazels Crescent, Catcliffe (Pages 60 - 62)
- to note the action taken
8. Leaseholders' Guide and Progress with Leaseholder Management (Pages 63 - 113)
- to note the updated Guide
9. 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:-
10. Petition - Proposed Demolition of Houses at Maltby
(Exempt under Paragraphs 3 and 8 of the Act – accommodation provided by the Council/proposed purchasing costs for property)

11. The Medium Term Financial Strategy and General Fund Budget Pressures for 2005/06 (Pages 114 - 121)
(Exempt under Paragraph 8 of the Act – provision of goods/services)

ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS
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1.	Meeting:	Delegated Powers: Cabinet Member for Housing and Environmental Services
2.	Date:	13th December 2004
3.	Title:	2nd Quarter Performance Report, 2004/5 All Wards Affected
4.	Programme Area:	Neighbourhoods

5. Summary

The report details the Neighbourhoods Programme Area performance set against relevant performance indicators during the second quarter of this financial year.

6. Recommendations

THAT CABINET MEMBER IS ASKED TO NOTE THE REPORT AND THE PROGRESS MADE.

7. Proposals and Details

This report represents our best ever performance results! At the end of the quarter, 40 (89%) Key Performance Indicators (KPIs) are achieving their control target, but action is in place to ensure all the year-end targets are achieved. 5 (11%) are not achieving their quarterly control targets. This compares to 82% of KPIs being on target in the last quarter.

At the same stage last year, 78% of our indicators were on target. When compared with All England figures 7 indicators are in the top quartile, compared to 6 in the last quarter. The indicator that has moved into the top quartile relates to waste sent for landfill and reflects the significant investment made to our recycling infrastructure.

The areas of significant improvement this quarter relate to improvements in performance on rent collection, capital programme spend and consumer protection visits. All of these indicators have had extra performance management controls put in place during the quarter, which have led to better results. This provides evidence of our approach to performance management; that by taking action in response to performance in quarter one, we have been able to make outcomes better than they would have otherwise been in quarter two.

The direction of travel of the programme area continues to improve and is delivering the best results on both 'hard' performance indicators and the 'soft' customer satisfaction measures. The direction of travel graph within the main report (see attached) illustrates how much the programme area has improved and that it is currently performing well and the prospects for further improvement are excellent.

8. Finance

There is an administration cost to producing the reports.

9. Risks and Uncertainties

We have built up a strong ethos of performance management which has delivered outstanding improvements to our customers. Our Performance Management Framework has been assessed as 'good' by both the Audit Commission and a detailed validation by HouseMark. However, the immediate risks are to develop a fit for purpose performance management framework to fit the new vision and establish performance reporting arrangements for the ALMO to the Council. These risks are being managed by implementing HouseMark's recommendations. This will ensure that the best performance management techniques are applied throughout the Council and in the ALMO, enabling better public services for people in Rotherham.

10. Policy and Performance Agenda Implications

Customer demand for improvement and the pace of improvement have increased dramatically over the last few years. A rigorous performance management culture within the Neighbourhoods Programme Area has increased our capacity to deliver our mission of 'building sustainable neighbourhoods'.

Customer feedback is a key building block to improving our services to customers. We have used various methods of gaining customer feedback and this has been crucial to our service improvement as it gives us the ability to understand and react to customer demand. Our customers have told us that safe and clean neighbourhoods were their top priority and our restructure underpins these priorities, shifting resources to the front line to deliver the 'neighbourhood' agenda.

These performance results will reinforce our strong contribution to this year's Comprehensive Performance Assessment. The outcome of our external inspections and improvements in customer satisfaction has improved the quality of Council policy and practice. In addition, these performance results will mean that the ALMO will be inheriting a healthy landlord service in which to take forward in partnership, the next phase of our transformation.

11. Background Papers and Consultation

The report will also be discussed with Service Managers and Performance Indicator Managers.

Contact Name: John Mansergh, Performance and Development Officer, Extension 2220, john.mansergh@rotherham.gov.uk

Neighbourhoods

Quarter 2
(July to September 04)
Performance Report
2004/05

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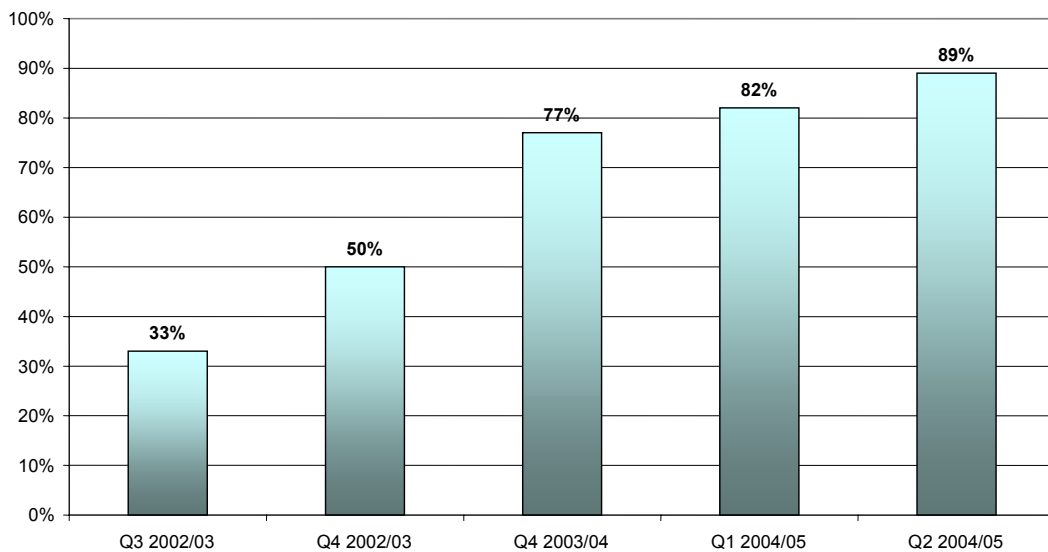
Executive Summary

Overview

In September, 40 (89%) KPIs are on target and have achieved the monthly control target that was agreed by the PI Manager. 5 (11%) are not achieving monthly control targets. This compares to 82% of KPIs being on target in the last quarter. When compared with All England figures 7 indicators are in the top quartile, compared to 6 in the last quarter. The indicator that has moved into the top quartile relates to waste sent for landfill and reflects the significant investment made to our recycling infrastructure.

Direction of Travel

The graph below illustrates the direction of travel on performance outturns over the last 18 months. The Programme Area is delivering continuous improvement and the trend is encouraging for the prospects for further improvement.



Significant Improvements

Our best news stories this quarter relate to performance on rent collection, capital programme spend, food and consumer protection visits and environmental quality.

Actions for Improvement

HouseMark completed their external validation assessment on our Performance Management Framework in September 2004. The report is very positive and recognises the massive improvements that we have made over the last two years. HouseMark suggest that the prospects are further improvement is very strong and that the right people, plans and structures are in place to ensure that this happens. The findings and recommendations have been incorporated into our service improvement framework and will be used to ensure that we deliver against our key objectives within Neighbourhoods Performance Plan.

The following report focuses on KPIs and how they are helping to achieve the Programme Area 7 Strategic Objectives for 2004/05. Our work activity and resources (people and finance) have been aligned around these strategic objectives, which are focused on the priorities within the Corporate Plan and Community Strategy.

Strategic Objective 1 – Delivering Housing Market Renewal to stimulate the local economy.*Supporting Corporate Priorities - 'A Place to Live'*

BV 62 On target	The proportion of unfit private sector dwellings made fit or demolished as a result of action by the local authority (<i>Brian Marsh</i>)					
	Comprehensive Performance Assessment Indicator					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	3.21%	4.3% (Higher is better)	8.4% 4.5%	0.82% (Q1)	2.47%	2.72%
All England – Lower Middle Quartile			Metropolitans – Lower Middle Quartile			

BV 64 On target	The number of private sector vacant dwellings that are returned into occupation or demolished during 2003/04 as a direct result of action by the local authority (<i>Brian Marsh</i>)					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	92	35 (Higher is better)	N/A	5 (Q1)	12	23
	All England – N/A			Metropolitans – N/A		

HES 68 On	Average relet times for local authority dwellings let in the financial year (<i>Andrew Leigh</i>)					
	Comprehensive Performance Assessment Indicator					
	Local Public Service Agreement Target					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual

2nd Quarter Performance Monitoring Report – 2004/05

Neighbourhoods

target	22.84	20 Days (Lower is better)	N/A	24.62 days (Q1)	24 days	18.45 days
All England ALMOs – Top Quartile						

HES 69 On target	Percentage of rent lost through local authority dwellings becoming vacant <i>(Dave Abbott)</i>					
	Local Public Service Agreement Target					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	1.58%	1.25% (Lower is better)	N/A	1.33% (Q1)	1.40%	1.19%
All England – N/A			Metropolitans – N/A			

HES 13 (a / b) On target	% of council stock which is void, split by: a) Total number b) Voids which fall under HES 68 criteria <i>(Dave Abbott)</i>					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	a)1.55 b)0.60	a) 1.54% b) 0.5% (Lower is better)	N/A	a)1.2% (Q1) b)0.31 (Q1)	a)1.54 b) 0.5%	a)1.11% b) 0.23%
	All England – N/A			Metropolitans – N/A		

BV 62 - Unfit private dwellings made fit/demolished

- This indicator is now back on target following the demolition of property ahead of schedule.
- The Group Repair Scheme for Eastwood is the main contributor and the project plan is now on target.
- Contributions from Grant and Enforcement work are expected to be spread evenly throughout the year.

BV 64 - Private vacant dwellings occupied/demolished

- We are currently on target with this indicator.
- Performance overall looks set to be achieved due to our commitment to the Decent Homes - Home Energy Saving Scheme and other insulation and related works to complement heating conversions. Some of this is achieved by accessing funding from the utilities Energy Efficiency Commitment Programme and the British Gas Warmer Life Scheme.

HES 68 - Average void relet time

- We are currently ahead of target with this LPSA indicator, with continuous improvement weekly throughout this quarter. We have reduced the average turn round times in this period from 27 days down to 18 days through the continuation of area level accountability.
- The impact of Choice Based Lettings, due to be introduced in 2005/06, will be closely monitored to ensure that it does not have a negative impact on this indicator. Following the lessons learnt by Going Local, a programme of training is being developed to ensure that staff are equipped with the technical skills necessary to undertake the allocation and lettings functions for the ALMO. This will ensure that the ALMO will be in the best position to deliver performance in line with our LPSA target, which expires in March 2006.

HES 69 - Rent loss through voids.

- Performance levels have continued to improve.
- The use of delegated powers by the Head of Housing Services has led to streamlined decision making about the future viability and cost benefit analysis of defective or redundant housing stock, which in turn, has led to a significant improvements with this indicator.
- On future prospects for improvement, the Kiveton Park Regeneration Programme is expected to commence ahead of schedule and all the voids will be upgraded to the decent homes standard, making a positive contribution to the indicator.

Strategic Objective 2 – Developing a community focused, multi-agency approach to Neighbourhood Management

Supporting Corporate Priority - 'A Place to Live' & 'To be a progressive, responsive, accessible and quality service provider

BV66a On target	Local authority rent collection and arrears: proportion on rent collection (Simon Bell)					
	Comprehensive Performance Assessment Indicator					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
	97.72%	98.3% (Higher is better)	97.11% 98.3%	92.07% (Q1)	Target 96.11%	Actual 97.22%
All England – Upper Middle Quartile			Metropolitans – Top Quartile			

2nd Quarter Performance Monitoring Report – 2004/05

Neighbourhoods

HES 66b	Local authority rent collection and arrears: rent arrears of current tenants as a proportion of the authority's rent roll (Dave Abbott)					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	1.75%	1.73% (Lower is better)	N/A	1.99% (Q1)	2.36%	2.22%
All England – N/A			Metropolitans – N/A			

BV164	Does the authority follow the Racial Equality's code of practice in rented housing and follow good practice standards for social landlords on tackling harassment included in the Code of Practice for Social Landlords: Tackling Racial Harassment? (Dave Abbott)					
	Comprehensive Performance Assessment Indicator					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2001/02	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	Yes	Yes	Yes	Yes (Q1)	Yes	Yes
All England – Top Quartile			Metropolitans – Top Quartile			

HES 3 (a/b/c)	% of anti-social behaviour complaints:					
	a) acknowledged within 2 days					
	b) interviewed within 5 days					
	c) that have suffered severe harassment interviewed same day (Dave Abbott)					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
Target					Actual	
a) 97%	a)98%	N/A	97% (Q1)	98%	100%	
b) 98%	b)99%		99% (Q1)	99%	99%	
c) 100%	c)100% (Higher is better)		100% (Q1)	100%	100%	
All England – N/A			Metropolitans – N/A			

HES 5	% of new tenancies that last more than 12 months (Dave Abbott)					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	97.5%	98% (Higher is better)	N/A	95.17% (Q1)	96%	95.88%
All England – N/A			Metropolitans – N/A			

HES 11	% cost of tenant rechargeable repairs which has been recouped (Simon Bell)					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
On target	27.7%	30% (Higher is better)	N/A	31% (Q1)	26.5%	45.36%
All England – N/A			Metropolitans – N/A			

BV66a - Rent collected

- We are on target with this indicator.
- Performance is now back on track following the successful outcome of rents performance 'mini-clinics' and as a result, the net total of current rent arrears continues to reduce.
- The prospects for further improvement remain high following positive results from the central rents pilot. Work has now commenced as part of service restructuring to rollout the centralisation of rent arrears recovery.

HES 66b - Rent arrears of current tenants

- We are on target with this indicator.
- The current rent arrears figure for the same period in 2003/04 stood at £1,254,215 compared to the current figure of £1,117,779. Therefore, so far we have reduced the level of actual arrears by £136,436. This is a reduction in real terms of 10.93%
- We are considering offering additional choice of payment dates for direct debit. This follows a recommendation by the Housing Inspectorate which has improved performance on rent collection in other areas of the country.

BV 164 - Following the Racial Equality's code of practice

- Current performance is on target with the action plan.
- The BME Housing Strategy and Equalities Monitoring report was approved by Cabinet in September. The key to the future success of this indicator is to deliver against the action points within the strategy.
- All policies and procedures have been screened against the relevant criteria of the Race Relations (Amendment) Act.

HES 3 - % of anti-social complaints dealt within target.

- We are on target on all three parts of this indicator.
- Performance has continuously improved due to tighter monitoring controls.
- This indicator is currently being reviewed in light of the new Anti-Social Behaviour Strategy and a recent Home Office report on measuring anti-social behaviour. A customer consultation event was held in October 2004 to identify the priorities of our customers. This indicator will be upgraded in 2005/06 to

provide better qualitative and quantitative measures, which will in turn provide a more robust analysis of anti-social behaviour at the local level in which to inform both the strategy and service delivery.

HES 5 - % of new tenancies that last more than 12 months

- This indicator is slightly behind the quarterly control target.
- The primary causes of tenancy failure relate directly to tenants experiencing either financial difficulties or general community safety issues within neighbourhoods. Further analysis of the reasons for termination is being carried out, which will assist in developing further sustainability strategies.
- The transformation to neighbourhood management should improve performance in the medium to long term. We are targeting resources to tackle the causes of tenancy failure, with key issues such as money and debt advice, new tenancy support, the Decent Homes programme (the Rotherham Standard incorporates Secure By Design standards in new doors and windows), further community safety initiatives and use of new powers under the Anti-Social Behaviour Act are at the heart of future service delivery plans.

HES 11- % of recouped rechargeable repairs

- Performance levels are on target.
- Current recovery levels compared with the same period in 2003/04 show a collection rate of £29,524 by the end of quarter 2 compared to £20,109 last year.

Strategic Objective 3 – Developing a long term approach to waste and recycling to minimise the need for waste disposal.

Supporting Corporate Priority - 'A Place to Live'

BV82a On target	Percentage of the total tonnage of household waste arisings which have been recycled (<i>Adrian Gabriel</i>)					
	Comprehensive Performance Assessment Indicator					
	Local Public Service Agreement Target					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	10.7%	13.5% (Higher is better)	7% 10%	12% (Q1)	12.2%	12.7%
All England – Top Quartile			Metropolitans – Top Quartile			

BV82b On target	Percentage of the total tonnage of household waste arisings which have been composted (<i>Adrian Gabriel</i>)					
	Comprehensive Performance Assessment Indicator					
	Local Public Service Agreement Target					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	4.2%	4.5% (Higher is better)	0.3% 3.7%	9.8% (Q1)	6.3%	9.8%
All England – Top Quartile			Metropolitans – Top Quartile			

BV82c	Percentage of the total tonnage of household waste arising which has been used to recover heat, power and other energy sources (<i>Adrian Gabriel</i>)				
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2
	0%	0%	N/A 54%	0%	0%
All England – N/A			Metropolitans – N/A		

BV82d On target	Percentage of the total tonnage of household waste arisings which has been landfilled (<i>Adrian Gabriel</i>)					
	Comprehensive Performance Assessment Indicator					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	85.1%	82% (Lower is better)	N/A 90%	78.2% (Q1)	81.4%	77.5%
All England – Top Quartile			Metropolitans – N/A			

BV84 Off target	Number of kilograms of household waste collected per head (<i>Adrian Gabriel</i>)					
	Comprehensive Performance Assessment Indicator					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	475	483 (Lower is better)	449 514	553 (Q1)	524	540
All England – Bottom Quartile			Metropolitans – Bottom Quartile			

BV86 On target	Cost of waste collection per household (<i>Adrian Gabriel</i>)					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	£40.21	£45.77 (Lower is better)	£29.47 £36.03	£46.06 (Q1)	£46.04	£45.99
	All England – Bottom Quartile			Metropolitans – Bottom Quartile		

2nd Quarter Performance Monitoring Report – 2004/05
Neighbourhoods

BV87 On target	Cost of waste disposal per tonne for municipal waste (Adrian Gabriel)					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	£29.48	£29.30 (Lower is better)	N/A £42.80	£25.99 (Q1)	£26.69	£26.54
All England – Top Quartile			Metropolitans – N/A			

HES 88 On target	Number of collections missed per 100,000 collections of household waste (Adrian Gabriel)					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	25	24 (Lower is better)	N/A	28 (Q1)	25	24
All England – N/A			Metropolitans – N/A			

BV91 On target	Percentage of the population served by a kerbside collection of recyclables (Adrian Gabriel)					
	Comprehensive Performance Assessment Indicator					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
Target					Actual	
	96.4%	96.4% (Higher is better)	90% 99%	96.4% (Q1)	96.4%	96.4%
All England – Upper Middle Quartile			Metropolitans – Top Quartile			

BV 82a Performance – % of waste recycled

- We are currently exceeding the target for this indicator.
- The kerbside waste paper collection service continues to perform strongly, with August's tonnage in particular being 25% higher than our forecast.
- The new community recycling enterprise scheme run by Creation began on 27th. September 2004 in the Valley area (Eastwood through to Hooton Roberts). No figures are yet available from this scheme, but it is anticipated that this new service, collecting recyclables weekly will boost the blue box performance.

BV 82b Performance – % of waste composted

- We are on track to hit the target for this indicator.
- The kerbside green waste service continues to be well supported and the tonnage of compostable material collected has far exceeded our forecasts throughout the year to date. The Saturday Kerbside Garden Waste collection service continues to contribute to the success of this indicator.

- We expect this indicator to fall as the growing season ends, but the strong performance to date puts us in an excellent position in relation to our action plan.

BV 82c Performance – % of waste used for heat and power

- There are currently no energy from waste incineration facilities in Rotherham.

BV 82d Performance – % of waste landfilled

- We are on target with this indicator and have moved into the top quartile position for All England authorities.
- This indicator is inversely related to the performance indicators for recycling and composting and is therefore driven by movements in the recycling and composting indicators.
- The measures necessary to achieve the targets for recycling and composting, if successful, will ensure the action plan targets for this indicator are met.

BV 84 Performance – Kg's of waste per head

- Performance is behind the quarterly control target for this indicator.
- Unfortunately, this indicator has been adversely affected by the success of our recycling initiatives. By increasing recycling facilities for customers this has had a 'knock-on' effect of producing more waste. This is because customers now have more capacity to remove waste (more bins).
- An educational campaign has started which may contribute to a reduction in waste and in the medium to longer term we are developing a long-term strategy to reduce household waste in Rotherham.

BV 86 Performance – Cost of waste collection per household

- We are currently on target with this indicator.
- The estimate for the second quarter shows a slightly higher unit cost than the control target. This is due to a lower than anticipated increase in the number of households.

BV 87 Performance – Cost of waste disposal per tonne

- Performance is currently exceeding the target.

HES 88 Performance – Number of collections missed per 100,000

- This indicator is now on target.
- This gives us a clear indication that the situation has settled down following the effects aligning our collection systems.

- The new community recycling enterprise scheme run by Creation commenced collections from approximately 12,000 properties in Herringthorpe, Thybergh, Dalton, East Dene, Eastwood, Clifton, and Hooton Roberts on 27th September. We will monitor these collections closely to ensure that missed collections do not exceed anticipated levels. However, early indications from the first week collections appear to show that this change has had a minimal impact on this indicator so far.

BV 91 Performance – % population served by a kerbside recyclable collection
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- We have achieved our year-end target.
- We are currently carrying out a survey of the various multi-occupancy areas in the borough looking at the various options (banks, blue boxes etc.) which may be feasible for recycling schemes in those areas.

Strategic Objective 4 – Establishing an ALMO that will ensure that Council Housing achieves the Decent Homes Standard and delivers a customer led ‘3-star – excellent’ housing management service.

Supporting Corporate Priority ‘A Place to live’, A place with active and involved communities’ and ‘To be a progressive, responsive, accessible and quality service provider’,

BV184 On target	a) The proportion of LA homes which were non-decent at 1 April, 2003					
	b) The percentage change in proportion of non-decent homes between 1 April 2003 and 1 April 2004 (<i>Dave Middleton</i>)					
	Comprehensive Performance Assessment Indicator					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
a) 47.07%	78%	42% 25%	-	-		
b) 18.78%	11.28% (Higher is better)	13% 19%	2.53% (Q1)		6.14%	
All England – Lower Middle Quartile			Metropolitans – Lower Middle Quartile			

HES D8 On target	Number of non-decent council houses (<i>Dave Middleton</i>)					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	9435	16304 (Lower is better)	N/A	465 (Q1)	1082	1128
	All England – N/A			Metropolitans - N/A		

BV 184 & HES D8 Performance – Change in non-decent homes

- Performance is on target.
- Our survey work is ahead of schedule and schemes of work are currently under way in Wath, West Melton, Aston, Whiston, Eastwood, Blackburn and Longfellow Drive.

Strategic Objective 5 – Delivering a ‘3 star – excellent’ Repairs & Maintenance Service to support sustainability and regeneration of neighbourhoods.

Supporting Corporate Priority ‘To be a progressive, responsive, accessible and quality service provider’ and ‘A place to live’

BV63 On target	Energy Efficiency – the average SAP rating of local authority owned dwellings (Brian Marsh)					
	Comprehensive Performance Assessment Indicator					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	58	59 (Higher is better)	56 62	58	58	58
All England – Upper Middle Quartile			Metropolitans – Top Quartile			

HES 72 On target	The percentage of urgent repairs completed within Government time limits (Gary Whitaker)					
	Comprehensive Performance Assessment Indicator					
	Local Public Sector Agreement Target					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
93.55%	97% (Higher is better)	N/A	91.12% (Q1)	93%	93.22%	
All England ALMOs – Lower Middle Quartile						

HES 73 On target	The average time taken to complete non-urgent responsive repairs (Gary Whitaker)					
	Comprehensive Performance Assessment Indicator					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	14.85 Days	13 Days (Lower is better)	N/A	10.33 Days (Q1)	13 days	11.74 days
All England ALMOs – Upper Middle Quartile						

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BV185 Off target	Percentage of responsive (but not emergency) repairs during 2003/04, for which the authority both made and kept an appointment (<i>Gary Whitaker</i>)					
	Comprehensive Performance Assessment Indicator					
	Local Public Sector Agreement Target					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
65.3%	77% (Higher is better)	53 73	78.53% (Q1)	77%	74.15%	
All England – Top Quartile			Metropolitans – Top Quartile			

HES 6 On target	The average time taken to provide an adaptation after receipt of the Community Occupational Therapists assessment for: a) Public Sector dwellings b) Private Sector dwellings (<i>Chris Wade</i>)					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	a) 291 b) 183	a) 220 b) 140 (Lower is better)	N/A	a)234 (Q1) b) 172 (Q1)	a) 225 b) 150	a) 203 b) 143
	All England – N/A			Metropolitans - N/A		

HES 7 On target	% of Council properties which have been gas serviced this year (<i>Paul Ruston</i>)					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	98.11%	100% (Higher is better)	N/A	43.14% (Q1)	60%	66.39%
	All England – N/A			Metropolitans - N/A		

HES 8 Off target	% of repairs completed on the first visit (<i>Gary Whitaker</i>)					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	75.83%	85% (Higher is better)	N/A	77.57% (Q1)	85%	80.37%
	All England – N/A			Metropolitans - N/A		

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HES 9 Off target	Ratio of budget spent on Programmed Repairs (Dave Middleton)					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
49%	55% (Higher is better)	N/A	44% (Q1)	49%	47.81%	
All England – N/A			Metropolitans - N/A			

HES 12 On target	Performance of spend on Capital Programmes (Dave Middleton)					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
100%	100% (Higher is better)	N/A	8% (Q1)	100%	30.64	
All England – N/A			Metropolitans - N/A			

BV 63 Performance – Energy Efficiency SAP rating

- Current performance levels are on target.
- Performance overall will be maintained as a result of our commitment to the Decent Homes - Home Energy Saving Scheme and other insulation and related works to complement heating conversions. Some of this is achieved by accessing funding from the utilities Energy Efficiency Commitment Programme and the British Gas Warmer Life Scheme.

HES 72 Performance – % of urgent repairs completed within time-limits

- Cumulative performance is on target at 93.61%, with monthly performance above the year end target at 97.58%
- Half year audits of records are now taking place to ensure reporting accuracy
- Management is analysing the 3.39% of jobs not done in time, and will prepare an appropriate remedial action plan to close the gap. The plan examines issues including access to properties and ratios of repairs numbers to operative numbers.

HES 73 Performance – Average time taken to complete non-urgent repairs

- Cumulative performance is on target at 12.37 days, with monthly performance above the year end target at 8.27 days. This has allowed resources to be directed to more demanding areas.

BV 185 Performance – Repairs by Appointment

- Cumulative performance is on target at 75.19%, with monthly performance above the year end target at 85%

- Management is presently examining how to ensure that service and performance is not adversely affected by the Xmas period.

HES 6 Performance – Time taken to process adaptations

6a

- Performance for the second quarter is on track to meet the year-end target.
- A meeting took place on 7th October to identify further improvements in completing the adaptations work and the timely exchange of information. This has resulted in a reduction of the backlog of adaptation work with the DSO and an agreement to streamline the exchange of information.

6b

- Performance is on target.
- We have put extra performance management arrangements (see above) in place to ensure that our Property Services team achieves a continual overall reduction in completion times.

HES 7 Performance – % of properties gas serviced

- Performance is on target to achieve the 100% target for the first time.
- We have sustained progress due to the impact of revised working arrangements with the ability to gain access much quicker to properties which have previously denied us a 100% return.
- We have also introduced a scheme to offer gas servicing to Right To Buy properties in this period.

HES 8 Performance – % of repairs completed on first visit

- This indicator is below its target, however an action plan has been developed to recover the position. The plan looks at deployment of labour related to performance and outputs, and also examines collection, recording and reporting of information to ensure accurate management information.
- Tool Box briefings solely concentrating on performance take place weekly therefore focussing the workforce themselves on this indicator.
- Continuous improvements on issues like repairs by appointment, and empowerment of operatives, will have a sustained positive impact

HES 9 Performance – Budget Spend Ratio (60/40 Programmed/Responsive)

- Current performance is slightly below target compared to the quarterly control target profile.
- Expenditure at the end of September shows £2,146,812 spend on responsive repairs and £1,967,084 spend on programmed giving an overall spend of £4,113,896,.

- Programmed works are scheduled to commence throughout the financial year and recharging is initially slow but will escalate as the year progresses. Weekly monitoring is now taking place to ensure that the year end target of 55% planned works.

HES 12 Performance – Spend on Capital Programme

- Performance is on target and is expected to meet the year-end target for the second year running.
- All schemes are now up and running and performing in line with our project plan. Expenditure is currently £8,547,413 (30.64%) – this correlates to the monthly profiles provided from budget holders. Budget holders of each scheme show their profiles throughout the year, which enables effective management of both budgetary and performance issues.
- Fortnightly monitoring meetings are now taking place between heads of sections, and under performance of budget holders will be tackled through the ALMO Development Board meetings.

Strategic Objective 6 – Providing effective enforcement and advice which deliver high standards and quality of life.

Supporting Corporate Priority 'A place which cares', 'A Safe place', 'A Place to Live'

HES 18 On target	The percentage of food inspections that should have been carried out that were carried out for High Risk Premises. <i>(Jan Manning)</i>					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	99.8%	91% (Higher is better)	N/A	85% (Q1)	91%	95%
	All England – N/A			Metropolitans - N/A		

HES 19 On target	The percentage of consumer protection visits that should have been made that were carried out for High Risk Premises. <i>(Trevor Davies)</i>					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	77%	80% (Higher is better)	N/A	6.15% (Q1)	25%	44.86
	All England – N/A			Metropolitans - N/A		

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HES 1 On target	% of visits to collect syringes and needles discarded in public places undertaken within the target time (Mark Ford)					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	100%	95% (Higher is better)	N/A	100% (Q1)	95%	100%
All England – N/A			Metropolitans - N/A			

HES 2 On target	Number of prosecutions for dog fouling per 10,000 population (Mark Ford)					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	4.24	4.5 (Higher is better)	N/A	1 (Q1)	2.41	2.44
All England – N/A			Metropolitans - N/A			

HES 4 On target	Number of prosecutions for littering per 10,000 population (Mark Ford)					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	11.72	12.5 (Higher is better)	N/A	3.08 (Q1)	6.64	7.96
All England – N/A			Metropolitans - N/A			

HES 16 On target	% compliance visits carried out in comparison with the industrial process emission control programme (Mark Ford)					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	100%	90% (Higher is better)	N/A	30.47% (Q1)	44.53%	64.84%
All England – N/A			Metropolitans - N/A			

HES 18 Performance – % of food inspections – high risk

- We are currently exceeding the target with this indicator.
- Performance has been achieved due to targeted enforcement activity, which resulted in the closure of one takeaway and 7 Improvement Notices were served on 3 catering establishments.
- All enforcement staff have attended a two-day training course on Food Standards inspection and it is hoped that the outcome of this training will improve performance against this indicator and more importantly, a healthier and safer place for Rotherham residents.

HES 19 Performance – % of consumer protection visits – high risk

- Performance is now back on target and has been achieved through effective risk management.
- Whilst work has concentrated on high risk visits and other work must now be programmed, recent successful recruitment provides a sound basis for forecasting that the year end target of 80% high risk visits will be met.

HES 1 Performance – % of visits to collect syringes in target time

- Performance is ahead of target.
- The across Council performance of 100% exceeds the annual target of 95% of visits to collect drug litter in public places being made within 3 hours
- In the second quarter, the Council responded to 53 incidents of discarded syringes and needles in public places. For the year to date 142 deposits of drug litter have been notified for clean up.

HES 2 Performance – Prosecutions for dog fouling per 10,000 population

- Performance slightly ahead of target.
- At the end of the second quarter, there has been 61 fixed penalty notices served which is ahead of target.
- Sound enforcement activity is paying dividends with this indicator.

HES 4 Performance – Prosecutions for littering per 10,000 population

- Performance exceeds target.
- By the end of the second quarter, 166 fixed penalty notices were served on offenders.
- This performance has been boosted by wider notification of offences by other services following the publicity generated by the “Don’t be a Tosser” and “Eyes & Ears” campaign/initiative.

HES 16 Performance – Industrial process emission control programme

- Current performance levels are on target.
- The target of 100% the programme of compliance visits being carried out over the year equates to 128 inspections.
- The total for the year stands at 83 inspections which is 64.84% of the programme (profiled target is 57 inspections (44.53%).

Strategic Objective 7 – Providing responsible, flexible services that recognise individual circumstances and enable people to thrive and participate within the community.

Supporting Corporate Priority 'A place which cares', 'A place to live' & 'A place for everyone'

HES 67 On target	Proportion of homelessness applications on which the authority makes a decision and issues written notification to the applicant within 33 working days (<i>Angela Smith</i>)					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	100%	100% (Higher is better)	N/A	100%	100%	100%
All England – N/A			Metropolitans - N/A			

BV183 On target	The average length of stay in: a) bed and breakfast accommodation and; b) hostel accommodation of households which include dependent children or a pregnant woman and which are unintentionally homeless and in priority need (<i>Angela Smith</i>)					
	Comprehensive Performance Assessment Indicator					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2002/03	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	a) 0.71 weeks	0.29 weeks (Lower is better)	0 1	0.36 (Q1)	0.29	0.29
b) 0	0 (Lower is better)	0.8 1	0 (Q1)	0	0	
All England – Top Quartile			Metropolitans – Top Quartile			

BV 202 On target	Number of individuals sleeping rough (<i>Angela Smith</i>)					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2001/02	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	NEW	4 (Lower is better)	n/a	1 (Q1)	4	4
All England – N/A			Metropolitans - N/A			

BV 203 On target	% Change in number of families in temporary accommodation (<i>Angela Smith</i>)					
	2003/04 Actual	2004/05 Target	Mets/All Eng Top 25% 2001/02	Past Performance (Cumulative)	2004/05 Qtr 2	
					Target	Actual
	NEW	64% (Higher is better)	n/a	74% (Q1)	64%	79%
All England – N/A			Metropolitans - N/A			

HES 67 - Homeless applications – decides/notifies in 33 days

- Current performance levels are on target.
- Improved performance continues to be achieved due to improvements of the investigating process of homeless cases and the continued commitment and focus of the team.
- In 2003/04, the number of decisions averaged 127 per month. For the first half of 2004/05 the number of decisions has averaged 102 per month – a decrease of 20%.

BV 183 - The average length of stay in B&B accommodation

- Performance is on target for both parts of this indicator and is predicted to improve throughout the year.
- For the year to date, we have discharged our Section 193 duty to six families who had spent time in bed and breakfast accommodation. In total these six families had spent 12 nights in bed and breakfast. All these placements were made in 2003/04 and in 2004/05 no families have been placed in bed and breakfast accommodation. (This indicator has to include cases where duty has not been discharged, even if the family is no longer in B&B).
- The Housing Needs Unit now has 30 dispersed furnished properties for use by homeless applicants as an alternative to using bed and breakfast. The development of emergency units of overnight accommodation is assisting our aim to eliminate the use of bed and breakfast accommodation for families completely in this financial year.
- The opening of 14 units of supported interim accommodation at Elliot Court from 4th October 2004 in conjunction with Action Housing and Hallam Housing will further increase performance against this indicator.

BV 202 - Number of individuals sleeping rough

- Performance is currently on target.
- This current figure of '4' is based on knowledge and information from other agencies (The Well Centre and Rotherham Homelessness Project) that are aware of a small number of rough sleepers using derelict buildings.
- It is expected that this figure will reduce as winter approaches as past trends indicate that rough sleepers are motivated to engage with support services such as the Homelessness Unit.
- Work continues to ensure that these individuals have access to all available support from the local authority's Homelessness Unit and other relevant support agencies if they wish to use it.

BV 203- Number of families in temporary accommodation

- Current performance is on target.
- The reduction in the use of temporary accommodation for families has mainly occurred because of the fact that we no longer use non-secure tenancies, except occasionally in emergencies.

- On a cautionary note, the number of families may rise as the number of units of emergency overnight accommodation increases and with the expansion of the women's refuge accommodation. This policy decision has been made in response to the Government's policy on minimising the use of bed and breakfast accommodation.

General Programme Area Performance

Customer Services

Supporting Corporate Priority 'A Quality Service'

HES 17 On target	The percentage of Environmental Services' service requests responded to in 5 working days (<i>Bob Crosby</i>)				
	2002/03 Actual	2003/04 Target	Mets/All Eng Top 25% 2001/02	Past Performance (Cumulative)	2003/04 Qtr 2
	97.7%%	97% (Higher is better)	Unknown	98.3%	99.1%
All England – N/A			Metropolitans - N/A		

Summary of complaints

Between 1 July and 30 September 2004, 57 formal complaints were received. This compares to 58 in the previous quarter.

There have been 113 complaints received so far this year, compared to 162 at the same stage last year. The table below shows the number of complaints received during the quarter by service and subject area.

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Service Area	Actions or conduct of staff	Quality of service provision	Cost of service	Delay in providing service	Absence of service	Lack of information and/or publicity	Others	Total
Housing Needs	2	0	0	0	1	0	0	3
Building & Renovations Unit - Technical	2	3	0	0	6	0	0	11
Building & Renovations Unit - Agency & Grants	0	1	0	0	0	0	0	1
Policy and Planning	0	0	0	0	0	0	0	0
Housing Management	6	5	0	1	5	0	6	23
Environmental Services	0	0	1	0	0	0	4	5
Waste Management	0	0	1	0	2	0	0	3
Health & Commercial Standards	0	0	0	0	0	0	0	0
Building Works	2	2	0	0	2	0	0	6
Regeneration	1	0	0	0	0	0	0	1
Legal	0	0	0	0	0	0	0	0
Rent	0	3	0	0	0	0	1	4
Anti Social Behaviour	0	0	0	0	0	0	0	0
Total	13	14	2	1	16	0	11	57

As 40% of complaints related to Housing Management, the following table breaks down the Housing Management complaints into area office and complaint subject.

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Service Area	Anti-Social Behaviour Neighbour Issues	Responsive Repairs	Allocations	Customer Care Issues	Total
Maltby	0	0	0	2	2
Dinnington	0	0	0	0	0
Wath	1	0	2	0	3
Swinton	1	1	0	0	2
Rawmarsh	2	0	0	0	2
Going Local	1	3	0	1	5
East Herringthorpe	0	0	0	0	0
Town Centre	1	1	3	1	6
Aston	1	0	0	2	3
Total	7	5	5	6	23

The next table shows the number of complaints resolved during the quarter by subject area.

Outcome	Actions or conduct of staff	Quality of service provision	Cost of service	Delay in providing service	Absence of service	Lack of information and/or publicity	Others	Total
Upheld	3	5	0	1	5	0	1	15
Not upheld	6	8	0	0	4	0	9	27
Part upheld	1	3	0	2	5	0	3	14
N/A	1	0	0	1	0	0	2	4
Total	11	16	0	4	14	0	15	60

5 Ombudsman complaints were received during the period. They related to 2 allocation issues, 2 repair issues and a Right to Buy issue.

3 cases were resolved; one case resulted in a local settlement of £200 compensation. Two cases were not upheld, no maladministration was found by the Ombudsman.

Complaint procedure performance targetsComplaints to be acknowledged within 5 working days.

For the period, 100% of complaints were acknowledged within this time-scale.

Response to stage 1 complaints within 10 working days and stage 2 complaints within 30 working days.

Within the period, 95% of complaints were given final replies within target, compared to 96% in the last quarter. All customers were informed in writing the reasons for the delays.

There were 3 complaints resolved out of time. The reasons behind this are:

- Ref: EH/ES/77 – delay in officer's investigations.
- Ref. EH/ES/81 – delay in officer's investigations.
- HA/5/20- delay in officer's investigations.

During this period 100% of the complaints were acknowledged within the 5 working day timescale sustaining excellent performance from last year (100% achieved throughout 2003-04).

BV 5a - Complaints to the Ombudsman classified as maladministration

There have been none in the period.

BV5b - The number of complaints classified as local settlement

There has been one in the period.

The customer was awarded £200 compensation for the additional months of noise nuisance suffered as the Council could have taken action earlier by deploying DAT equipment.

Councillor Surgeries

For the reporting period, 93% of surgeries were resolved within the target time of 5, 10 or 20 days, depending on the type of enquiry. This compares to 98% last quarter.

The table below shows the number of Councillor Surgeries received during the quarter by service and subject area.

Neighbourhoods

Service Area	Actions or conduct of staff	Quality of service provision	Request for service	Request for information	Cost of service	Delay in providing service	Absence of Service	Lack of information and/or publicity	Others	TOTAL	Percentage of surgeries
Housing Needs	1	0	1	2	0	0	0	0	0	4	2
BRU – Technical	0	0	4	2	1	1	0	0	0	8	4
Agency & Grants	0	0	1	0	0	1	0	1	0	3	2
Housing Management	0	0	80	74	1	2	1	1	4	163	82
Environmental Services	0	0	6	1	0	0	1	0	0	8	4
Waste Management	1	0	5	0	0	0	0	0	0	6	3
H & C Standards	0	0	0	0	0	0	0	0	0	0	0
Housing Strategy	0	0	0	0	0	0	0	0	0	0	0
Regeneration	0	0	0	0	0	0	0	0	0	0	0
Central Management	0	0	0	0	0	0	0	0	0	0	0
ASB	0	0	2	0	0	0	0	0	0	2	1
P&Q	0	0	0	3	0	0	0	0	1	4	2
TOTAL	2	0	99	82	2	4	2	2	5	198	
Percentage	1	0	50	41	1	2	1	1	3		

As over three quarters (82%) of surgeries received relate to Housing Management, the following table extracts these figures and breaks them down into Housing area and subject.

Area Housing Office	Rehousing request	Housing Application	Repairs Internal	Repairs External	Neighbour Nuisance	Anti-Social Behaviour	Racial Harassment	Fly Tipping	Vermin Problems	Replacement of doors etc	Grants	Heating Conversions	Noise Nuisance	Request for fencing/gates	Grounds Maintenance	Misc	Total Surgeries Received	Percentage of Surgeries Received
Aston	11	7	2	7	3	2	0	0	0	0	0	1	0	11	44	11	7	27
Dinnington	1	0	0	0	0	1	0	0	0	0	0	0	0	3	5	1	0	3
East Herringthorpe	1	0	1	0	0	0	0	0	0	0	0	0	0	4	6	1	0	4
Going Local	2	2	2	1	0	1	0	0	0	0	0	0	0	1	9	2	2	6
Maltby	0	6	3	4	0	4	0	0	0	0	0	0	0	7	24	0	6	15
Rawmarsh	3	2	1	1	0	0	0	0	0	0	0	0	0	2	9	3	2	6
Swinton	2	0	1	0	1	1	0	0	0	0	0	0	0	3	8	2	0	5
Town Centre	14	9	5	9	1	2	1	0	0	0	0	0	0	9	50	14	9	31
Wath	1	1	2	0	0	2	0	0	0	0	0	0	0	2	8	1	1	5
Total	35	27	17	22	5	13	1	0	0	0	0	1	0	42	163	35	27	

Rotherham Connect Enquiries

Housing and Environmental Services is the only programme area within the Council that monitors and reports performance with Rotherham Connect enquiries. We see Rotherham Connect as important measures of our commitment towards customer care, accessibility of our services and e-government.

Rotherham Connect enquiries are handled by the Performance and Quality Unit. These are the miscellaneous enquiries that arrive via the Rotherham Connect website.

A protocol has been established for dealing with customer contacts including the standard of acknowledging enquiries within 2 days and providing final replies within 10 working days.

For the period, 76 enquiries were received and 98.6% (1 enquiry) were responded to within 10 days. 84% of these were responded to within 3 days, compared to the last quarter where 56 enquiries were received and 93% of these were responded to within 10 days.

The one enquiry that wasn't responded to in ten days was due to a delay in receiving information from another Programme Area.

ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS
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1.	Meeting:	Delegated Powers: Cabinet Member for Housing and Environmental Services
2.	Date:	13th December 2004
3.	Title:	HouseMark Review of Performance Management All Wards Affected
4.	Programme Area:	Neighbourhoods

5. Summary

The report details HouseMark's external validation of Neighbourhoods Programme Area Performance Management Framework in September 2004.

6. Recommendations

THAT CABINET MEMBER IS ASKED TO NOTE THE REPORT AND THE PROGRESS MADE.

7. Proposals and Details

The review was recommended by the Housing Inspectorate and focused on all aspects of performance management within Neighbourhoods, looking at both housing and environmental services. Whilst this review was led by Neighbourhoods, appropriate lessons have a wider corporate dimension.

The review was structured around the Key Lines of Enquiry (KLOE) developed by the Audit Commission. The KLOEs are a list of key lines of enquiry that detail what will be covered in inspections and the standard expected of excellent and fair housing services.

The HouseMark review team consisted of John Frankis (Acclaim Consulting) and Vicki Monaghan (HouseMark). The review took place between 9th August and 9th September 2004, which covered an initial desktop review and a total of seventeen interviews involving key strategic, managerial people and a workshop involving operational staff. This workshop was used to test the application and understanding of the Performance Management Framework at an operational level within the organisation. A meeting was held with tenant representatives in order to discuss the understanding and on-going involvement of service users in performance management procedures and initiatives.

The paragraphs below are taken directly from HouseMark's report and provide a summarised insight into their report. All of the recommendations have been incorporated into the 'ALMO Excellence Plan'.

"Our overall impression is of an organisation with a clear understanding of the strategic importance of performance management, which is strongly committed to applying the regime set-out by the Performance Management Framework in order to achieve and sustain improvements in services and standards.

Key attributes which we believe suggest 'excellent prospects' for improvement include:

- A strong and consistent style of leadership, which staff at all levels within the organisation attribute as a key factor in turning performance around in the past two years.*
- A thought through, integrated and well co-ordinated performance management regime combining strategic management by the Performance and Quality Unit and ownership of performance by operational managers and staff. The Performance Management Framework appears well understood and applied throughout the organisation.*
- There is a strong desire for on-going change and performance improvement.*
- Performance culture appears well embedded within the organisation, which has meant that where potential barriers present themselves (such as weaknesses in aspects of the IT provision) a 'can do' and problem solving attitude prevails.*
- The organisation is outward looking and appears willing to learn from others in order to identify and adopt good practice.*

- *The programme area is strongly user focused and users are both consulted widely and involved at a strategic level with performance management and service development.*

We suggest that the programme area considers the following points as areas requiring further review or improvement:

- *Enhancing and improving the functionality and capabilities of IT systems should be seen as a priority – particularly with regard to the degree that IT can be seen as an enabling tool for Neighbourhood Management.*
- *Work is underway to build the capacity and understanding of newly appointed elected members – this area of development will be important to ensure an effective ‘challenge function’ is maintained corporately.*
- *Cost efficiency information needs to be given a higher priority and change scenarios should be more clearly assessed for their impact on the cost efficiency of the organisation.*
- *The organisation needs to consider good practice concerning the on-going relationship between the ALMO and the council with regard to performance management, especially to consider if the ‘winning formula’ of recent years will be appropriate and sustainable with the implementation of the ALMO.”*

8. Finance

The total cost of the work, excluding VAT, was £8,284.80. This included 10 days consultancy fees at £750 per day and expenses of £784.80.

9. Risks and Uncertainties

The immediate risks are to develop a fit for purpose performance management framework to fit the new vision and establish performance reporting arrangements for the ALMO to the Council. These risks are being managed by implementing HouseMark’s recommendations.

The findings and recommendations have been incorporated into our service improvement framework and will be used to ensure that we deliver against our key objectives within Neighbourhoods Performance Plan.

This will ensure that the best performance management techniques are applied throughout the Council and in the ALMO, enabling better public services for people in Rotherham.

10. Policy and Performance Agenda Implications

This report provides an independent assessment of how we manage performance and has concluded that we have excellent performance management arrangements and excellent prospects for improvement. The findings have also helped shape the review of the Corporate Performance Management Framework. This should have a positive impact on the Comprehensive Performance Assessment and ALMO ‘Proper’ Inspection in November 2005.

11. Background Papers and Consultation

The report has also been discussed with Programme Area Management Team and the Corporate Performance and Quality Team.

The report is attached.

Contact Name: John Mansergh, Performance and Development Officer, Extension 2220, john.mansergh@rotherham.gov.uk



HOUSEMARK

the gateway to improved housing performance

Rotherham Metropolitan Borough Council
Housing and Environmental Services

Review of Performance
Management Framework

Final Report

September 2004

| **acclaim consulting**

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1. Introduction & Background

Rotherham MBC and more specifically Housing and Environmental Services (HES) are undergoing major changes. Following a recent CPA and Audit Commission's inspection which rated the Repairs and Maintenance service as 'fair', with 'promising prospects for improvement', the Council decided to review the HES Performance Management Framework.

During the CPA and Audit Commission Housing Inspection of the repairs service, strengths and weaknesses were identified in relation to performance management within HES. We also note that Rotherham MBC has embarked on an ambitious process of change which requires performance to be tightly managed and improved and the performance management systems that HES has in place need to be 'fit for purpose'.

The major changes affecting the housing service are:

- Development of an Arms Length Management Organisation (ALMO), which is intended to take over responsibility of managing the authority's 24,500 housing stock and neighbourhoods in spring 2005;
- Major restructuring of HES into three core 'blocks' (Neighbourhood Management, Neighbourhood Services, Neighbourhood Development)
- Review and redesign of housing management processes.

2. Scope of Review

The review was focused on all aspects of performance management within HES. This includes both housing and environmental services.

The review has been structured around the Key Lines of Enquiry (KLOE) developed by the Audit Commission.

We understand that, whilst this review will be led by HES, appropriate outputs and lessons of the review process may have a wider corporate dimension.

3. Overview of Review Process

The HouseMark review team consisted of John Frankis (Acclaim Consulting) and Vicki Monaghan (HouseMark). The review took place between 9th August and 9th September 2004.

A desktop review of a range of corporate and HES documentation was undertaken at the outset of the assignment. Staff within the Performance and Quality Unit made available a comprehensive set of documentation.

The review process involved interviews with key strategic, managerial and operational staff. A total of seventeen interviews were undertaken. All the interviewees selected for interview

made themselves available and participated in the interview process in a positive and open way.

A workshop was held with a number of frontline staff. This workshop was used to test the application and understanding of the Performance Management Framework at an operational level within the organisation.

A meeting was held with tenant representatives in order to discuss the understanding and on-going involvement of service users in performance management procedures and initiatives.

4. Findings and Recommendations

4.1. Summary Findings and Recommendations

Over the course of the review we have interviewed a wide number of staff within HES. These staff included senior and middle managers and operational staff. Our overall impression of HES is of an organisation with a clear understanding of the strategic importance of performance management, which is strongly committed to applying the regime set-out by the HES Performance Management Framework in order to achieve and sustain improvements in services and standards.

Key attributes which we believe suggest 'excellent prospects' for improvement include:

- A strong and consistent style of leadership, which staff at all levels within the organisation attribute as a key factor in turning performance around in the past two years.
- A thought through, integrated and well co-ordinated performance management regime combining strategic management by the Performance and Quality Unit and ownership of performance by operational managers and staff. The Performance Management Framework appears well understood and applied throughout the organisation.
- There is a strong desire for on-going change and performance improvement.
- Performance culture appears well embedded within the organisation, which has meant that where potential barriers present themselves (such as weaknesses in aspects of the IT provision) a 'can do' and problem solving attitude prevails.
- The organisation is outward looking and appears willing to learn from others in order to identify and adopt good practice.
- HES is strongly user focused and users are both consulted widely and involved at a strategic level with performance management and service development.
- The organisation appears to have a healthy balance between the measurement and monitoring of quantitative indicators and qualitative assessments of standards and quality management.

We suggest that HES considers the following points as areas requiring further review or improvement:

- Enhancing and improving the functionality and capabilities of IT systems should be seen as a priority – particularly with regard to the degree that IT can be seen as an enabling tool for Neighbourhood Management.
- Work is underway to build the capacity and understanding of newly appointed elected members – this area of development will be important to ensure an effective ‘challenge function’ is maintained corporately.
- The Performance Management Framework needs to be reviewed and developed once the new structure is fully implemented in order to ensure it is ‘fit for purpose’ within the new organisation.
- Cost efficiency information needs to be given a higher priority and change scenarios should be more clearly assessed for their impact on the cost efficiency of the organisation.
- The overall ‘balance’ with regard to the suite of regularly reported performance indicators should be reviewed to ensure these are fully aligned with the objectives of Neighbourhood Management and other emerging priorities.
- The organisation needs to consider good practice concerning the on-going relationship between the ALMO and the council with regard to performance management, especially to consider if the ‘winning formula’ of recent years will be appropriate and sustainable with the implementation of the ALMO.
- In order to build on its success in engaging the customer in performance management, the organisation should build on the good practice of the Customer Inspection Service so that quality monitoring and satisfaction checking is led by the customers themselves.

4.2. Performance Management Culture

The Audit Commission’s Key Lines of Enquiry for this aspect of performance management are defined as follows:

An organisation with excellent prospects for improvement	An organisation with uncertain prospects for improvement
<p>The Audit Commission defines ‘excellent prospects’ attributes as:</p> <p>Has a strong performance management culture within the organisation and it is thoroughly embedded across all services and well understood and used by officers, councillors and/ or Board members.</p>	<p>The Audit Commission defines ‘uncertain prospects’ attributes as:</p> <p>Has a performance management framework, but this has not been fully embedded across the organisation and it is not used consistently by managers, councillors and/ or Board members. A clear understanding of performance monitoring and management does not exist at all levels.</p>

Summary Findings

Our review of this aspect of performance management within Housing and Environmental Services found that the organisation has a strong culture of performance management which is optimistic of further improvement.

We found that HES has the following ‘excellent’ attributes with regard this aspect of performance management:

- A widespread and embedded performance management culture is evident throughout the organisation and its role is well understood by senior and middle managers and appreciated by frontline and operational staff.
- Front-line and operational staff are involved through the regular and consistent application of Performance Development Reviews (PDRs) and a number of ‘mini-performance clinics’ which help the management of performance at a local level.
- A ‘golden thread’ appears evident from strategic objectives, through operational planning, target setting, performance monitoring.
- Rotherham MBC has recently undertaken an initiative to establish and improve its corporate performance management framework – HES is being viewed as leading good practice in this area and this will ensure more consistent application of performance management throughout the Council.

We suggest that HES considers the following points as areas requiring further review or improvement:

- Other RMBC Performance Areas appear, in some cases, to be lagging behind HES in relation to performance management and this could have a negative impact in some HES service areas. HES should consider how it effectively manages the performance of other Council departments.
- Rotherham has a relatively new Council and many newly appointed members. HES have undertaken a programme to build the capacity and develop the understanding of elected members involved with scrutiny. The initial development programme appears to have been very successful. This development process should be sustained in order to ensure the role of members is sufficiently challenging.

4.3. Corporate and Service Planning Processes

The Audit Commission’s Key Lines of Enquiry for this aspect of performance management is defined as follows:

An organisation with excellent prospects for improvement	An organisation with uncertain prospects for improvement
<p>The Audit Commission defines ‘excellent prospects’ attributes as:</p> <p>Has robust and high quality corporate and service planning arrangements which make</p>	<p>The Audit Commission defines ‘uncertain prospects’ attributes as:</p> <p>Has evident corporate and service planning arrangements but they are not effective in</p>

clear the contribution of services and individuals to corporate aims, priorities and targets. These are closely scrutinised and monitored and action is taken to deal with under-performance and slow progress.	maintaining a focus on aims and priorities. The cascade of aims, priorities and targets to services and individuals is not clear.
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Summary Findings

Our review of this aspect of performance management within Housing and Environmental Services found that the organisation has rapidly moved forward in relation to performance management and service improvement over the past two years. Despite undertaken far reaching organisational and strategic changes in recent times, HES appears to have anchored this change to the strategic objectives of RMBC – most notably neighbourhood renewal and the empowerment of communities. However, as has been noted elsewhere, the corporate performance management framework appears to lag behind that of HES. This has been identified within RMBC and a more robust and consistent performance management framework should hopefully emerge.

A ‘golden thread’ appears evident within the organisation, with corporate, strategic objectives being drilled down through the applied performance management framework, which includes briefings and inclusion of operational and frontline staff through Performance Development Reviews.

The Performance and Quality Unit has established an effective performance monitoring and action planning regime within HES. Performance is consistently and frequently monitored and action is put in place to deal with under performance. Feedback loops have also been effectively established and maintained to ensure customer complaints and satisfaction is factored into the ongoing performance review process.

We found that HES has the following ‘excellent’ attributes with regard this aspect of performance management:

- A golden thread is evident in the setting of HES strategy, priorities and operational targets and performance monitoring.
- Performance is closely monitored and prioritized areas are selected for action planning through performance clinics.
- The restructuring of HES is consistent with corporate strategic objectives.

We suggest that HES considers the following points as areas requiring further review or improvement:

- HES have undertaken the development of processes and mechanisms to better monitor and act on under-performance in service areas outside of HES management. This work should be assisted by the renewed corporate focus on establishing corporate performance management standards. This area needs to remain a priority for HES, particularly given the launch of the new ALMO. The formation of a

Neighbourhood Standards Unit should assist the monitoring and performance management in relation to RMBC services generally.

4.4. Systems for Managing Performance

The Audit Commission’s Key Lines of Enquiry for this aspect of performance management is defined as follows:

An organisation with excellent prospects for improvement	An organisation with uncertain prospects for improvement
<p>The Audit Commission defines ‘excellent prospects’ attributes as:</p> <p>Has strong systems in place to manage performance. Targets are challenging, reflect local and national priorities and link to its service plans and overall objectives.</p>	<p>The Audit Commission defines ‘uncertain prospects’ attributes as:</p> <p>Has generally weak performance management systems for services or improvement plans. The information collection is not always relevant or useful in managing performance, often concentrating solely on BVPIs or Housing Corporation PIs.</p>

Summary Findings

Our review of this aspect of performance management within Housing and Environmental Services found that the organisation has strong systems in place for monitoring performance and has set a range of challenging performance targets. We have recommended that a number of the targets set for key performance indicators should be reviewed in order to ensure that they remain sufficiently stretching.

Performance against these targets are closely scrutinised and areas of concern appear to be quickly picked-up and acted on. The move to Neighbourhood Management will require the identification of local priorities and the addition of localized targets and monitoring in a number of service areas. We have drawn the attention of HES to the possible inability of existing IT to fully enable such a localized regime of monitoring and performance management.

We found that HES has the following ‘excellent’ attributes with regard this aspect of performance management:

- HES can evidence the effectiveness of the existing Performance Management Framework in the sustained performance improvements achieved over the past two years.
- Generally, performance data is trusted and acted upon – even where performance data may not precisely match a management area (i.e. where the service had been restructured and management information did not accurately reflect the new area) such information is acted upon.

- Monitoring and action planning by the Performance and Quality Unit appears focused and valued by service areas.
- The Performance and Quality Unit have established an effective performance monitoring regime that appears highly responsive and focused.
- Key performance indicators (KPIs) are assigned to specific PI Managers and KPIs are monitored through monthly control targets.
- A range of initiatives, including Awaydays, Home Truths, Learning from Customer, and Policy Review appear to be successful addressing issues of quality and providing mechanisms for direct customer feedback.

We suggest that HES considers the following points as areas requiring further review or improvement:

- We are aware of the initial need to gather impetus behind the programme of improvement and the reasons for having a goal of being in the 'top quartile' for performance with regard a range of indicators. We understand that HES is currently reviewing this priority and we support the need for this in order to ensure HES remains focused on its service priorities.
- We have recommended above that HES reviews its overall suite of reported and monitored performance indicators in order to ensure they remain 'balanced' with regard all aspects of the business. Typically, this would require ensuring financial, service; people and customer related performance indicators are sufficiently covered within monitoring regimes.
- Management of financial performance could be undermined by the multiple IT systems in operation and the apparent mismatch within some of these systems between management areas and the configuration of some (IT driven) management information. The current restructuring of HES provides an opportunity to address this issue.
- Some managers appear to have developed local data bases where the IT system does not supply them with their localized performance management information. We would suggest that HES audits this situation and establishes suitable protocols in this regard.

4.5. Involving Stakeholders in Performance Management

The Audit Commission's Key Lines of Enquiry for this aspect of performance management is defined as follows:

An organisation with excellent prospects for improvement	An organisation with uncertain prospects for improvement
<p>The Audit Commission defines 'excellent prospects' attributes as:</p> <p>Involves tenants and other stakeholders in the monitoring of performance including setting of targets and addressing area of under-performance.</p>	<p>The Audit Commission defines 'uncertain prospects' attributes as:</p> <p>Involves tenants and other stakeholders in a limited way in setting targets and managing performance.</p>

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Summary Findings

Our review of this aspect of performance management within Housing and Environmental Services found that the organisation has invested a great deal of effort and thought innovatively with regard to engaging service users in performance and quality review. A wide range of initiatives such as Home Truths, Learning from the Customer, Tenant Inspections, Policy Panels and the Tenants Conference all appear to be adding value to this aspect of HES’ work.

We found that HES has the following ‘excellent’ attributes with regard this aspect of performance management:

- Area and Policy Panels and Tenant Conferences are successfully applied.
- Estate walkabouts in all areas – involving tenants and other stakeholders – identifying targets and action planning.
- Learning from Customer and Tenant Inspection Programme has created positive opportunities for capturing customer feedback. This feedback (along with day to day systems such as Complaints) does appear to be used in performance reviews and in order to identify priority areas.

We suggest that HES considers the following points as areas requiring further review or improvement:

- We suggest that the organisation ‘maps out’ the current levels of participation and involvement in order to ensure that any gaps may be identified.
- Despite achieving good overall levels of involvement and participation, we recognise that HES is attempting to encourage representation from younger service users and those from black and minority ethnic communities. The need for better levels of representation will likely become more critical under Neighbourhood Management.
- We recommend that the organisation investigates ‘tenant led’ initiatives such as ‘tenant auditors’, and systems allowing user groups to check and quality assurance completed work.

4.6. Using Information to Address Under-performance

The Audit Commission’s Key Lines of Enquiry for this aspect of performance management is defined as follows:

An organisation with excellent prospects for improvement	An organisation with uncertain prospects for improvement
The Audit Commission defines ‘excellent prospects’ attributes as:	The Audit Commission defines ‘uncertain prospects’ attributes as:
Can show that managers, councillors and/or Board members use the information to	Can only show some isolated examples of the information being used to address under

understand the reasons for variations in performance against targets. They take appropriate corrective action in response to variations and follow this up to ensure the desired outcome is achieved.	performance, more often little corrective and follow-up action is taken by officers, councillors or Board members.
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Summary Findings

Our review of this aspect of performance management within Housing and Environmental Services found that the organisation uses performance information extensively and effectively to address performance weaknesses and/or shortfalls against target. Intervention appears timely and is based around a monthly cycle of monitoring managed by the Performance and Quality Unit. Follow-up action is planned and progress is monitored and reported upon.

We found that HES has the following 'excellent' attributes with regard this aspect of performance management:

- Performance clinics appear to have been critical in turning around the service and are valued by managers as a mechanism for sustaining improvements.
- Service areas have adopted the Performance Clinic methodology and in some cases have created mini-clinics to monitor and manage performance issues at a more detailed, operational level.
- We found that performance information was trusted and used extensively by managers. The use of information is cascaded down the organisation through Team Meetings and PDRs (Performance Development Reviews)
- The use of traffic lights to identify areas of success, concern or failure to achieve against target appears to add value and has focused managers on areas of weakness.

We suggest that HES considers the following points as areas requiring further review or improvement:

- HES needs to be satisfied that the current IT system can identify and monitor all areas of performance at a local/patch level.
- IT systems need to be reviewed to ensure that they are fully configured with the new management areas. We understand that a review team is currently looking at the enhancements required to the current IT systems.
- The extensive and unprioritised nature of the corporate performance report (generated by the Chief Executives department) will likely prevent members gaining insights into specific areas of performance. We understand that a new Head of Performance and Quality has been appointed and that this area is being reviewed.

4.7. Understanding Comparative Performance

The Audit Commission's Key Lines of Enquiry for this aspect of performance management is defined as follows:

An organisation with excellent prospects for improvement	An organisation with uncertain prospects for improvement
<p>The Audit Commission defines 'excellent prospects' attributes as:</p> <p>The organisation understands how well it performs compared to others, particularly the best performers. Targets reflect the desire to achieve and sustain excellence.</p>	<p>The Audit Commission defines 'uncertain prospects' attributes as:</p> <p>Compares its performance with others, but this tends to be only its neighbours and does not include the best performers.</p>

Summary Findings

Our review of this aspect of performance management within Housing and Environmental Services found that the organisation has shown a commitment to benchmarking and does make comparisons with other originations through available data. However, RMBC has yet to submit its benchmarking data to HouseMark and we would strongly recommend that it does so, and we understand that HES intends to submit data pre and post implementation of the new structure.

We found that HES has the following 'excellent' attributes with regard this aspect of performance management:

- HES does benchmark a range of key performance indicators and uses the result of this benchmarking in performance reports.
- Efforts made to ensure appropriate comparator group is applied to comparative analysis (all Eng/Mets/ALMOs).
- HES sets its self challenging targets, using national and regional comparator groups to identify top quartile performance.

We suggest that HES considers the following points as areas requiring further review or improvement:

- We understand that HES has committed itself to undertaking HouseMark benchmarking in the lead up and post implementation of the new structure. We believe this is a positive move that will enhance the organisations current benchmarking capabilities.
- We note that Environmental Services has been involved with the regional officer group for this service area - however, problems with 'like for like' comparisons have been identified.

4.8. Information on Service Standards and Targets

The Audit Commission’s Key Lines of Enquiry for this aspect of performance management is defined as follows:

An organisation with excellent prospects for improvement	An organisation with uncertain prospects for improvement
<p>The Audit Commission defines ‘excellent prospects’ attributes as:</p> <p>Ensures that people who use the service have access to service standards and targets and know what to do if they are unhappy with the services they are receiving. Information on complaints and performance against service standards is used in reviewing overall performance.</p>	<p>The Audit Commission defines ‘uncertain prospects’ attributes as:</p> <p>Does not have service standards for all services and does not make clear the action customers should take if they are not satisfied. Does not use feedback on complaints and performance in the delivery of service standards in reviewing overall performance.</p>

Summary Findings

Our review of this aspect of performance management within Housing and Environmental Services found that the organisation has a healthy feedback loop from the customer into service planning and operations. HES has put in place a range of ways of informing customers on standards and performance. Complaints are closely monitored as part of the performance management role of the Performance and Quality Unit.

We found that HES has the following ‘excellent’ attributes with regard this aspect of performance management:

- All customer points have an updated Performance Poster.
- Reception satisfaction checklist is used to gauge customer responses at reception points.
- Tenant inspections have been carried out in a number of service areas and are used to monitor standards at reception areas.
- Complaints information is actively used to review services and is used to help identify areas of concern.
- Streetpride allows customer feedback from a targeted Learning from the Customer group that enables standards to be monitored.

4.9. Financial Monitoring Systems

The Audit Commission’s Key Lines of Enquiry for this aspect of performance management is defined as follows:

An organisation with excellent prospects for improvement	An organisation with uncertain prospects for improvement
<p>The Audit Commission defines 'excellent prospects' attributes as:</p> <p>Has excellent financial monitoring and the budget management at all levels of delegation. Uses resources flexibly in line with priorities and provides high quality reports to officers, councillors and Board members, to enable them to undertake their different monitoring roles.</p>	<p>The Audit Commission defines 'uncertain prospects' attributes as:</p> <p>Has adequate financial monitoring and budget management. The organisation provides limited information to officers, councillors and Board members and they do not have the ability to act appropriately.</p>

Summary Findings

Our review of this aspect of performance management within Housing and Environmental Services found that the organisation appears to undertake appropriate budget setting, financial reporting and financial control procedures.

We found that HES has the following 'excellent' attributes with regard this aspect of performance management:

- Monthly reports provided for managers (budget holders). Details % of spend against budget, variances, etc.
- Quarterly financial reports to budget holders, Management Team, Cabinet.
- Representative from Finance are represented at Performance Clinics.

We suggest that HES considers the following points as areas requiring further review or improvement:

- Financial information provided at an area level – such as repairs spend – appears to be not aligned with management areas.
- Delays in gathering info from Building Works system may be impacting on rechargeable works, closing of accounts at period end.
- Budget holders possibly under-utilizing functionality of financial reporting system and may have a reliance on centrally provided reports.

4.10. Cost Effectiveness and Value for Money

The Audit Commission's Key Lines of Enquiry for this aspect of performance management is defined as follows:

An organisation with excellent prospects for improvement	An organisation with uncertain prospects for improvement
The Audit Commission defines 'excellent	The Audit Commission defines 'uncertain

prospects' attributes as: Knows the cost effectiveness and value for money of its services. It uses this information to make changes in the way services are provided to improve its performance.	prospects' attributes as: Does not know if it provides value for money in all services. It undertakes basic cost comparisons but there is little evidence of how this is used to change the way services are provided.
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Summary Findings

Our review of this aspect of performance management within Housing and Environmental Services found that the organisation has yet to sufficiently establish baseline information with regard cost efficiency and comparative information. We note, however, that HES is committed to undertaking cost/resource benchmarking in order to support the Neighbourhood Management restructuring.

We found that HES has the following 'excellent' attributes with regard to this aspect of performance management:

- HES have developed a strategy for demonstrating value for money in the repairs and maintenance service and has agreed this approach with cabinet.
- A Procurement Strategy has been developed with the Council's strategic partners (RBT) which appears to have delivered savings on the procurement of supplies and efficiencies with regard the ordering/billing process.

We suggest that HES considers the following points as areas requiring further review or improvement:

- We note that HES is committed to undertaking HouseMark's cost/resource benchmarking. This will enable activity based costing to be undertaken on key areas of housing management and repairs.
- Lack of financial performance information suggests that the overall suite of reported indicators may be imbalanced and should be reviewed. Although we are aware that housing management and maintenance costs are reported to members through the budget monitoring reports.

4.11. Risk Awareness and Management

The Audit Commission's Key Lines of Enquiry for this aspect of performance management is defined as follows:

An organisation with excellent prospects for improvement	An organisation with uncertain prospects for improvement
The Audit Commission defines 'excellent prospects' attributes as:	The Audit Commission defines 'uncertain prospects' attributes as:

<p>Is risk aware and assesses the risk inherent in what it plans to do. The action to be taken to address risks is incorporated in service/business plans as well as improvement plans. There is clear evidence that risk is managed in the delivery of services.</p>	<p>Is risk aware of the more obvious risks, such as health and safety. It does not routinely assess the risks inherent in what it plans to do. Risk assessment and management is inconsistent in service/business plans.</p> <p>Only limited evidence exists or risk being effectively managed in the delivery of services.</p>
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Summary Findings

Our review of this aspect of performance management within Housing and Environmental Services found that the organisation has robust procedures and mechanisms in place to monitor and manage risk. Risk is managed at a corporate level within HES by the Performance and Quality Unit and at a local level by managers who undertake risk assessments.

We found that HES has the following ‘excellent’ attributes with regard this aspect of performance management:

- HES have a robust and comprehensive ALMO Excellence Plan.
- A Transformation Team has been established which works alongside Performance and Quality to ensure risk is effectively monitored and actions taken to address shortfalls against target.
- HES operate Riskgen software and has a risk register which is linked to RMBC strategic objectives
- Each performance indicator has a designated manager responsible for undertaking risk assessment.

Report Author

John Frankis
 Acclaim Consulting
 8 Dallin Road
 London SE18 3NU

Tel: 020 8316 6770

e-mail: john.frankis@acclaim-consulting.co.uk

ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS

1.	Meeting:	Cabinet Member for Housing and Environmental Services
2.	Date:	13 December, 2004
3.	Title:	Void property monitoring for 1 November 2004 to 26 November 2004
4.	Programme Area:	Neighbourhoods

5. Summary

Performance on re-let times and rent loss on void properties needs to improve this year for the Service to meet its performance targets, and the needs and aspirations of tenants in Rotherham.

6. Recommendation

THAT THE CABINET MEMBER NOTES THE ACTION TAKEN AND CURRENT PROGRESS

7. Proposals and Details

The targets set for HES68 and BVPI 69 are 20 days and 1.25% respectively. The report shows that the number of voids has significantly reduced with performance on rent loss being 1.08%, and the overall time to let dwellings from 1 April 2004 to 26 November 2004 is 16.93 days.

8. Finance

No additional resources required. Improved performance will increase rental income.

9. Risks and Uncertainties

Failure to re-let tenancies in a timely manner will affect the sustainability of communities and increase rent loss, which in turn reduces the ability of the Service to deliver quality housing management services.

10. Policy and Performance Agenda Implications

Improved performance on re-letting voids contributes to the Community Plan and neighbourhood renewal agenda by helping to provide sustainable neighbourhoods of quality, choice and aspiration. The actions taken to improve performance include the introduction of guaranteed standard "Houseproud", Local lettings standards, Furnished tenancies, which alongside future Choice based lettings will enhance sustainability because people will choose the area and type of property they live in.

11. Background Papers and Consultation

Audit Commission guidance

Contact Name: David Abbott, Housing Manager, Tel Ext. 2294

Void Performance Monitoring for the Period 01.11.04– 26.11.04

1. The Number and Type of Voids

- 1.1 The number of voids on 26 November 2004 decreased by forty-three from the start of the period to 217 or 0.95% of the stock. The majority of voids, (162 or 74.65%) are those currently excluded from HES 68; these include properties such as those awaiting renovation and disposal.
- 1.2 The number of voids that meet the criteria to be included within the HES 68 decreased during the period to 55. This equates to 0.24% of the stock.

2. Performance Against BVPI 68

- 2.1 The definition for HES 68 is the average re-let times for dwellings let in the financial year. The time is calculated from the day the authority becomes aware that a property is to become void up to the day a tenant is signed up for a property and receives the keys.
- 2.2 **The overall performance against this indicator is 16.93 days** during the period, an improvement of 0.77 days from the last period. Nine Neighbourhood Housing Offices are operating within the target of 20 days and the other one is on track to meet the target. The steps taken to improve performance during the period are highlighted in section 5.
- 2.3 The performance on allocating open access properties has continued with 3 open access properties being let in the period. The overall performance if all open access properties were removed from the indicator would be 17.21 days. This demonstrates the positive impact of the local letting strategies and reflects that more care is required to let those properties with demand.
- 2.4 The current level of performance, based on the second quarter of 2004/5 comparative ALMO data would place the authority in the top quartile of All England ALMO's and move it into first place ahead of South Lakes Housing which on 17 days. Local performance was Berneslai Homes (54 days), Doncaster M.B.C. (40.05 days) and Sheffield City Council (49 days). However, it must be assumed that other authorities have also improved over the last two months. There is no direct comparable data on HES 68 for Registered Social Landlords (RSL).
- 2.5 A new Local Performance Indicator was introduced for 2003/04 - HES14. This indicator measures the average time taken to let a void from when one tenancy terminated until the next one starts as defined by dates entered onto the open house management system. This indicator excludes all those properties that are excluded from HES68. Performance based on this indicator is 13.34 days during the period. The last available data for this indicator is for 2002, when top quartile performance was 25.2 days.

3. Terminations, Lettings and Properties Available to Let

3.1 Terminations & Lettings There were 124 terminations in the period of which 109 met the criteria to be included in HES 68 and 146 lettings. The cumulative figures for this year are 1189 terminations and 1235 lettings. In addition there have been 62 new tenancies created by mutual exchanges since April 2004.

3.2 Property Available to Let

The number of available to let properties at the end of the period is 24.

4. Performance against HES 69

4.1 Definition for HES 69 is the percentage of rent lost through local authority dwellings becoming vacant.

4.2 The amount of rent income lost on voids up to 26 November 2004 has improved from 1.12% at the last report to **1.08%**. This level of performance, based on the 2001/02 comparative data, would continue to place the authority in the upper quartile for Metropolitan Authorities. This indicator has been discontinued as a National Indicator and is difficult to collect more up to date data to give a meaningful comparison. But if we were to compare performance with the 171 Local Authorities and RSL's submitting data to Housemark in 2002 it would show top quartile as being anything under 1%, the median as 1.5%.

5. Actions Taken to Improve Performance in the Period

HES.68

- Supporting People Road shows were held at the Silverwood Miners Welfare.
- A training programme was held for staff prior to the commencement of the Preferred Supplier Scheme on the 8th November 2004.
- The Core Digital project was analysed showing a reduced refusal rate of 22% for October 2004 putting the service on target to achieve the year end target of 20%.
- Furnished Tenancy Scheme have now furnished 90 dwellings and the service is on track to reach target of 100 by the 31st December, 2004.
- The Open Access website and displays have been updated to improve accessibility. The Open Access List was also issued to 150 customers and the Tenants and Residents Associations.

6. District Performance and Issues

6.1 The teams have been given a target of letting one more property than is terminated each week. The table in Appendix 1 identifies the performance of the district offices during the period.

- 6.2 There are still delays caused by the time taken to establish electricity supplies to some voids. The issues are being taken up with Scottish Power as part of the Preferred Supplier Scheme.
- 6.3 The temporary security door demonstration in November was not satisfactory, other alternatives are being investigated. A more secure alternative to the D6 door currently being trialled in partnership with the South Yorkshire Police.
- 6.4 The return of regeneration properties at Wath has had a positive impact on performance.

7. **Sustainability**

The 'sustainability of tenancies' indicator (HES5) measures the percentage of terminating tenancies in the year that have lasted longer than 12 months. This is on the basis that tenancies which last longer than this can be considered 'successful' and that it is less likely that subsequent terminations will be due to failure to maintain tenancies on the tenants part, or provide appropriate management support on that of Housing Services. Performance during the 12 months up to the 30th September, 2004 was 95.88%. This figure does not include tenancies terminating within 12 months due to transfers, mutual exchanges and deaths. If these were included the figure would be 93.52%

Appendix 1 – Status of Voids by Area Office as at 26/11/04

District	BVPI 68	League Position	Properties Terminated in Period	Properties Let in Period	Properties Available to Let 26/11/04	Open Access Properties Signed up in Period
Maltby	15.15 days	3rd	17	18	0	0
Dinnington	13.16 days	2nd	11	10	2	0
Wath	19.54 days	8th	10	16	2	0
Swinton	17.63 days	6th	9	10	4	2
Rawmarsh	17.46 days	5th	15	20	1	0
Going Local Pilot	19.33 days	7th	27	23	6	1
East Herringthorpe	15.17 days	4th	11	16	0	0
Town Centre	20.83 days	9th	16	23	9	0
Aston	8.77 days	1st	8	10	0	0

NB The termination figure includes properties in the Canklow Regeneration Scheme

14 Great College Street
London SW1P 3RX
T: 020-7227 3051 / 07867- 801 641
F: 020-7227 3085

E: guy.evans-tipping@westminster-briefing.com

W: www.westminster-briefing.com

Westminster Briefing

“Local Environmental Quality: Developing Coherent Waste Minimisation and Recycling Strategies”

The House Magazine presents a series of *Westminster Briefings* aimed at providing a forum for practitioners to debate key issues with leading figures from within Westminster, Whitehall and Local Government.

Title: Local Environmental Quality:
Developing Coherent Waste Minimisation and Recycling Strategies
Date: Thursday 20th January 2005
Time: 9.30am – 1.00pm
Venue: Westminster

“Now let’s do more. It can be as easy to put aside waste for recycling as it is to throw it away. DEFRA can help local authorities improve and wants to work together with less-strong performers to achieve better results, but those who do not show a commitment to improve their recycling levels risk intervention by the government to make it happen.”

Elliot Morley MP, Minister for the Environment, August 2004

In September we saw the launch of a £10m multi-media advertising campaign to encourage the public to recycle household waste. The campaign coordinated by the Waste Resources Action Programme (WRAP) with support from DEFRA uses the title “Recycle Now” and emphasises a message that the possibilities for recycling are endless. This campaign is part of a broader drive to help meet the targets as set out in government’s plan “*Waste Strategy 2000*”, meeting our obligations under the EU landfill Directive and reducing the amount of waste sent to landfill.

Improvements are being made: 14.5% of household waste was recycled in the year 2002/3 - an increase of 12.5% on the previous year and more than two thirds of households now have kerbside collection schemes compared with only 40% five years ago. However, by national standards we are still a long way behind the rest of Europe and the amount of rubbish being generated is increasing year on year.

Participants at this *Westminster Briefing* will have the opportunity to discuss and debate the future for waste management in this country and consider the key issues involved. Has enough help been given to local authorities? How can we simplify targets and ensure that they are no longer contradictory? How can fly-tipping be eradicated and do local authorities possess the requisite enforcement powers? How will we reduce our dependence on landfill and will the slack be taken up by incineration schemes? Will the Government’s national awareness campaign prove effective and what more can be done to educate people about the benefits of recycling? How can we reverse the continuing trend of increased waste production and should we consider other funding options such as variable charging for households?

Delegates will be drawn from across the recycling and waste management landscape; local and regional waste planners, recycling officers, waste managers, corporate policy officers, councillors, chief officers, waste contractors, central government departments & bodies, trade associations/unions, and consultancies.

All Westminster Briefings take place within close proximity of the Palace of Westminster; morning refreshments will be served upon arrival with a networking lunch to follow proceedings. Any other special needs or dietary requirements should be notified to us upon booking.

Places on our briefings are strictly limited; I strongly advise you, therefore, to book as early as possible to GUARANTEE your delegate place(s).

ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS

1.	Meeting:	Cabinet Member for Housing and Environmental Services
2.	Date:	13 December 2004
3.	Title:	Petition – High Hazel Crescent, Catcliffe
4.	Programme Area:	Neighbourhoods

5. Summary

A Petition was received in August 2004 from residents of the High Hazel Crescent area, Catcliffe. Residents are concerned about anti-social behaviour and youth nuisance. The Area 10 Estate Management Team are dealing with the problem in conjunction with the Anti-Social Behaviour Team and the Police.

6. Recommendations

MEMBERS ARE ASKED TO NOTE THE REPORT AND THE ACTION TAKEN.

7. Proposals and Details

- 7.1 On receipt of the Petition, a meeting was held with the Estate Management Team, Anti-Social Behaviour Team, South Yorkshire Police and an elected member. The meeting agreed that there would be co-ordinated action on the Estate involving the Anti-Social Behaviour Team, South Yorkshire Police and the Estate Management Team.
 - 7.2 Sixty of the sixty-three people who signed the Petition were visited to discuss their concerns and to explain what action can be taken to resolve these problems. It was explained that evidence is needed from the people who are being affected, and monitoring sheets were provided. The remaining three people were either not contactable or asked for their name to be removed from the Petition.
 - 7.3 The investigations revealed that a lot of the information from residents related to incidents that had happened several months ago. One of the youths named as causing nuisance had been in prison since June. Other information related to incidents that had been seen by other people. When asked who the person was who had witnessed the incident, residents did not know the name of the witness or where they lived.
 - 7.4 All of the people who were named in the Petition have been visited regarding the allegations. They have also been written to, reminding them of the terms of their tenancy agreement and of the action that could be taken to enforce their tenancy conditions if the problems persist.
 - 7.5 The tenancy files of the people who were named in the Petition have been checked and there is no evidence that they have been a problem in the past, except for one tenant. Previous complaints were received about loud music, and a letter was sent at the time. The neighbour who lives directly opposite has confirmed that they have not played loud music since being written to.
 - 7.6 Since the families of the youths have been informed about their behaviour, there has been a good response from them. Surveillance has been undertaken, including the use of the Police helicopter's camera, and the estate was found to be very quiet with no evidence of youth nuisance.
 - 7.7 The Anti-Social Behaviour Team, South Yorkshire Police and the Estate Management Team will continue to work together and to take appropriate action on any further evidence that is received. The lead petitioner will be informed of this report. An update on the position will be submitted in six months.
-

8. Finance

None.

9. Risks and Uncertainties

The sustainability of the community could be affected if anti-social behaviour is allowed to continue unchallenged, resulting in more serious crimes, and a spiral of decline.

10. Policy and Performance Agenda Implications

Voids and rent loss may increase.

11. Background Papers and Consultation

Petition

Contact Name : *Jayne Bellamy, Neighbourhood Manager, extension 3488,*
jayne.bellamy@rotherham.gov.uk



ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS
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1.	Meeting:	Cabinet Member for Housing and Environmental Services
2.	Date:	13th December 2004
3.	Title:	Updated Leaseholders' Guide & Progress with Leaseholder Management
4.	Programme Area:	Neighbourhoods

5. Summary

The report contains an updated, comprehensive Leaseholder Guide together with measures already taken to improve leasehold services. It also suggests proposals for improving the services offered to leaseholders.

6. Recommendations

CABINET MEMBER NOTE THE UPDATED LEASEHOLDER GUIDE, AND CURRENT LEASEHOLDER ISSUES IN GENERAL

7. Proposals and Details

7.1 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 attached document is the draft of an updated, more comprehensive "Leaseholders' Guide". The guide explains the rights and responsibilities of both the Council, and the Leaseholder. It has been written in a style that mirrors best practice. A copy of the draft document has been sent to members of the Leaseholder Forum and was discussed at the most recent meeting on the 24th November 2004. Amendments have already been made and a draft copy will now be sent to all leaseholders for their comments. The final version will be delivered to all leaseholders before the end of March 2005. It will be available in Arabic, Urdu, large print & Braille.

7.2 There is a whole section devoted to leasehold management service standards, and where appropriate, measurable timescales (section 4). These standards have been defined and agreed in discussion with the Forum. The guide still 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. Both of these documents will be available for distribution to coincide with the launch of the ALMO.

7.3 The Leaseholder Guide contains information about services available to all residents, and explanatory leaflets are already available. However it is felt that a further leaflet devoted to service charges would be helpful as this is a complicated and frequently misunderstood subject. There is also a need to develop a leaseholder section within the Neighbourhoods internet site; research has indicated that this is quite common to many Local Authorities.

7.4 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 Council presently managing 336 leasehold properties. This trend is unlikely to change in the immediate future, as the increase in property values has made the purchase of a flat an attractive proposition.

7.5 In February 2004, the Performance & Quality Unit carried out a leaseholder survey to find out the level of customer satisfaction with services, resulting in a response rate of 24% (71 out of 289 replied). The main findings were discussed with the Forum at a meeting on the 15th April 2004 and used to inform service improvements, which can be summarised as follows:-

- 55% satisfaction with the quality of repairs
- 75% said they understood their repairing obligations
- 43% satisfaction with the communal cleaning service
- 26% said they were experiencing anti-social behaviour
- 57% said they were satisfied with the grounds maintenance service
- 59% said they were satisfied with the level of security
- 81% said they understood the leasehold agreement
- 55% said they were satisfied with the overall service
- 59% said they were satisfied with the repairs service

7.6 The survey clearly demonstrates that leaseholders are experiencing similar problems as tenants; therefore in terms of performance management and monitoring, the framework already exists. There are very few elements of service provision unique to leaseholders where standards can be set, but these are identified in section 4 of the guide.

7.7 Until recently, the management of leasehold property has had a low priority because of the low numbers involved. Consultation was minimal and there was no forum to provide feedback. This situation has now changed with the introduction of a Leaseholder Forum which meets every two months. The time, date and venue of all meetings are advertised in the leaseholder newsletter, Open House and office reception areas. 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.

7.8 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 which will demand more attention in future, to fulfil both legal obligations and customers' expectations.

7.9 Action has already been taken to improve services 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 was completed by the Performance & Quality unit;
- A service improvement plan has been completed.

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;
- Opportunities for leaseholders 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. It will cost £5,972 to translate the document into Arabic and Urdu.

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 costs associated with the operation of the pilot communal cleaning/caretaking contract will be covered by a 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 Council's gas servicing, tenants contents Insurance and Decent Homes work. Customers will be expected to pay in advance to avoid any costs 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 present as it depends on how many leaseholders are subject to major repairs or long term service agreements. A major repair is classed as work costing 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, and with the rapid increase in numbers, it is timely to review staffing arrangements for leasehold management to ensure the provision of a first class service. In order to improve the service and accessibility, the ethnicity, vulnerability and disability of leaseholders must be identified. Discussions are currently taking place with the Equality & Diversity Officer to identify the best way of obtaining this information.

10. Policy and Performance Agenda Implications

Leasehold Management is one of the Audit Commission's Key Lines of Enquiry. It was an area examined 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 : Mr D R Abbott, Housing Manager, Extension 2294
dave.abbott@rotherham.gov.uk

The Leaseholders' Guide

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

Front page needs
appropriate ALMO
branding

Inner front to contain information
regarding availability in other
languages, large print and Braille.

The Leaseholders' Guide**CONTENTS****Section****Page**

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Local Office Addresses & Telephone Numbers

1.ABOUT THIS GUIDE

How has this guide evolved?

This guide has been developed with the help of the Leaseholder Forum and after extensive consultation with all of the Council's residential leaseholders. It is intended to be a "living" document in that it will change and evolve in line with future legislation and service improvements.

Who is it for?

This Guide is for:

- Leaseholders of a Rotherham 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. SERVICE STANDARDS

Below you will find a list of service standards with timescales and deadlines set covering services we offer to leaseholders.

- Service charge accounts will be sent out no later than the 15th October in the year to which they apply.
- After conducting the five year survey to obtain an estimate of your share of the repair and maintenance costs we will make personal contact with you to discuss and explain our proposals.
- We will carry out repairs within their priority groups in line with the timescales set down in section 6 of this guide.
- We will carry out an annual satisfaction survey on leasehold services in April of each year, take the findings forward to the Learning from Customers group and use it to shape services to meet your needs.
- We will always consult you before:
 - ✓ carrying out repairs which will cost individual leaseholders more than £250
 - ✓ entering into long term agreements for services leading to an individual charge of £100
- We will respond in writing to any complaint you may have about our service within 10 working days of receiving it. For further details of our complaints procedure please refer to section 13 of this guide

5. 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.

6. 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.

7. 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.

8. 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. Housing Benefit cannot be claimed for service charges but you may be able to claim 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.

Service Charge 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!

9. MONEY ADVICE, INCOME MAXIMISATION, DEBT COUNSELLING & BENEFIT ENTITLEMENT

Money Advice Service

We offer a free confidential debt counselling service to Rotherham residents. We have been awarded the Community Legal Quality Mark with casework in Debt and our advisers are members of the Money Advice Association. We can advise on different types of debt such as rent and mortgage arrears, credit card debts and bank loans. We can:

- check that you are getting all the benefits you may be entitled to.
- help you to identify the most important debts and take action accordingly. The law gives different creditors different ways of getting their money back
- help plan your weekly and monthly budget.
- draw up a financial statement by looking at your income and outgoings.
- help you to decide on a plan to deal with your debts.
- negotiate on your behalf with the people you owe money to.
- advise you on court procedures, help reply to court documents and represent at court appearances where appropriate

Appointments are available every Wednesday and at some other times. Home visits can be made and advisers are available at the County Court for rent and mortgage repossession hearings.

Telephone (01709) 822448 or 822329 (24 hour answer phone service) Enterprise House, Bridge Street, Rotherham, S60 1QJ.

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**.

If you do find yourself in financial difficulty don't ignore it.

10. 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
- Giving 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 every other month. Dates, times and the venues of meetings will be advertised in Open House, the Leaseholders' newsletter and on the display boards in all local offices.

If you are a residential council leaseholder – then come along to the forum meetings. The meetings are informal, you'll be made welcome and can help us to improve our services to you.

11. 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.

12. 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

13. 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.

14. 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 I - 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

By virtue of paragraph(s) 8 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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