



## TERMS OF REFERENCE

### Statement of Intent

The purpose of the RotherFed Designated Tenant Panel (the *Panel*) is to enable the *Panel* to play a role in helping to resolve complaints received from tenants of Rotherham Metropolitan Borough Council (the *Landlord*) locally, potentially using powers to refer complaints to the Housing Ombudsman Service where local resolution is not possible.

### 1 Aims, objectives and intended outcomes

1.1 The *Panel's* aims and objectives are:

- to use local knowledge and relationships to work with tenants<sup>1</sup> and the *Landlord* to find local solutions to complaints and problems raised by tenants
- to constructively challenge the *Landlord* and tenants so that they can sort things out for themselves wherever possible
- to be part of a local democratic framework providing support to tenants

1.2 The intended outcomes of the work of the *Panel* include the following:

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<sup>1</sup> These terms of reference refers throughout to tenants as a collective term that applies to all persons who receive services from the Landlord, including tenants, leaseholders, shared homeowners, people who receive care and other services. The term could also apply to other members of the public who could potentially receive services or who are affected by services provided by the Landlord.

- tenants complaints, problems and issues will be resolved more effectively, quickly and locally, wherever possible without the need to involve the Housing Ombudsman Service (the *Ombudsman*), to the satisfaction of tenants and the Landlord
  - greater local knowledge of tenant concerns and issues will help tenants to participate in improving services
  - positive and empowering relationships will be developed between tenants and the *Landlord* that will help to raise the ability of tenants to shape their housing service
  - positive relationships will develop between the *Panel* and other designated persons.
- 1.3 To achieve these aims, objectives and outcomes, the *Panel* will work in partnership with the *Landlord* and other tenant **panels operating with the Landlord**. The *Panel* will also seek constructive relationships with local councillor's and MPs.

## 2 Remit and powers

- 2.1 The *Panel* has been recognised by the *Landlord* to act as a Designated Tenant Panel for purposes of referring complaints to the *Ombudsman*. The *Panel's* recognition was discussed and agreed with the *Landlord's* tenants. The *Panel* is listed on the *Ombudsman's Register of Tenant Panels*.
- 2.2 The *Panel's* formal legal power is to refer complaints to the *Ombudsman*, which it will do in the following circumstances:

- the *Panel* considers that a complaint cannot be resolved locally and the *Panel* considers that there is merit in referring the complaint to the *Ombudsman*
- the complaint falls within the *Ombudsman's* remit
- the *Landlord's* complaints procedure has been exhausted

- the complainant wishes the complaint to be referred to the *Ombudsman*

- 2.3 The *Panel* will also use its powers of influence and persuasion to make recommendations and suggestions to the *Landlord* regarding changes to the *Landlord's* service that may prevent complaints arising, and regarding how complaints are dealt with in the *Landlord*.
- 2.4 The *Panel* will **negotiate with the *Landlord* regarding how it may be involved in complaints handling at earlier stages** of complaints, although the *Panel* does not adopt its formal "designated" status until a complaint has exhausted the *Landlord's* complaints procedure.
- 2.5 The *Panel* will be publicised and accessible to all tenants of the *Landlord*. The *Panel* will respond to all enquiries from tenants with a view to resolving problems and issues at the earliest possible occasion working in partnership with the *Landlord*.

### **3 Delegated authority**

- 3.1 For avoidance of doubt, the *Panel* will have no delegated authority and no decision-making powers in relation to the *Landlord*. The *Panel* will enable discussion between it and *Landlord* staff regarding complaints issues, who may have delegated authority to implement changes, or who will refer decision making matters to the level within the *Landlord* where delegated authority rests.
- 3.2 **The Complaints Manager** will be responsible for *Landlord* liaison with the *Panel* and for referring specific complaints matters as appropriate. They will also ensure that strategic matters raised by the *Panel* are referred appropriately within the *Landlord*.

### **4 Membership of the Panel**

- 4.1 The Panel will consist of a pool of up to 12 members, who are selected through a recruitment process agreed by Rotherham Federation of Tenants and Residents.
- 4.2 The *Panel* may choose, having consulted with and considered the views of the *Landlord*, to co-opt up to **3** additional members who may bring particular skills or qualities onto the *Panel*. **Co-optees** may not be *Landlord* tenants. In agreeing to a co-option, the **Panel will clearly identify the reasons for the co-option** and will choose whether the co-optee shall have voting rights within *Panel* meetings. Co-options will be reviewed on an annual basis by the *Panel*.
- 4.3 *Panel* members will normally serve for a three year period, with recruitments staggered over the period to preserve continuity. The initial recruitment process will determine the length of time initial members shall serve. At the end of the period of office, *Panel* members may apply to be recruited again, but *Panel* members may serve for a maximum of a **[nine]** year period.
- 4.4 The *Panel* will elect a Chair and Vice Chair from amongst its members. It may choose to elect a co-optee in either role.
- 4.5 RotherFed will ensure secretarial and other servicing functions for the *Panel*. The *Panel* has discrete contact arrangements which the *Landlord* publicises to the tenant constituency. A protocol governs how tenant enquiries through these contacts will be received, handled and recorded.
- 4.6 Working with the *Landlord*, the *Panel* will agree a programme to meet the **training and development needs** of *Panel* members and will ensure that the individual and collective performance of *Panel* members is periodically reviewed.

- 4.7 The *Panel* will agree a **quality control system** with the *Landlord* whereby the views of tenants who make use of the *Panel*, *Landlord* staff involved in *Panel* complaints handling, and any other relevant people, will be assessed.
- 4.8 The *Panel* will agree with the *Landlord* how it will **periodically publicise its activities** to the tenant constituency.

## 5 Panel meetings

- 5.1 The *Panel* **will hold meetings in response to complaints** but additional meetings may be called at the discretion of the *Panel* Chair, or Vice Chair in their absence.
- 5.2 In dealing with a complaint, the quorum for *Panel* meetings shall be 2 members and the maximum members attending will be 4. Those people invited will be agreed by the Chair and RotherFed with regard to local conflicts of interest and availability of panel members.
- 5.3 *Panel* meetings may **consider “strategic” matters** – ie. focusing on strategy, policy and overarching review of how the *Panel* is carrying out its activities, and/or they may review particular cases.
- 5.4 Agendas for *Panel* meetings will be planned by the *Panel* Chair working with the Vice Chair.
- 5.5 Non *Panel* members and observers may be invited to attend *Panel* meetings at the discretion of the *Panel* Chair.

## 6 Minutes of Panel meetings

- 6.1 **Minutes of Panel** meetings will be taken and confirmed at each subsequent meeting as a true record and signed by the *Panel* Chair.

## 7 Tenant Panel Standards and other issues

- 7.1 *Panel* members and co-opted members shall be subject to the *RMBC's* Tenant Panel Standards, particularly in relation to confidentiality. **The Code of Conduct specifies what action will be taken where a *Panel* member does not comply with the Code of Conduct.**
- 7.2 The *Panel* shall ensure that it operates in accordance with **Data Protection legislation** and has agreed an appropriate policy with the *Landlord*.
- 7.3 The *Panel* has agreed with the *Landlord* how it will be **indemnified through the *Landlord's* insurance policies.**