

Central Bedfordshire
Council
Priory House
Monks Walk
Chicksands,
Shefford SG17 5TQ



**TO EACH MEMBER OF THE
SOCIAL CARE, HEALTH & HOUSING OVERVIEW & SCRUTINY COMMITTEE**

20 October 2011

Dear Councillor

Further to the Agenda and papers for the above meeting, previously circulated, please find attached the following reports, marked "to follow":-

- | | | |
|----|----------------------------|---|
| 13 | Introductory Tenancies | |
| | | To receive a report on the Council's ability to offer probationary tenancies. |
| 15 | 2012/13 Base Budget Review | |
| | | To consider the Social Care, Health and Housing base budget for 2012/13. |

Should you have any queries regarding the above please contact the Scrutiny Team on 0300 300 5089.

Yours sincerely

Peter Storey
Committee Services Officer
email: peter.storey@centralbedfordshire.gov.uk

This page is intentionally left blank

Meeting: Social Care, Health & Housing Overview and Scrutiny Committee
Date: 24th October 2011
Subject: Introductory Tenancies for Tenants of Central Bedfordshire's Housing Service

Report of: Cllr Mrs C Hegley

Summary: The report proposes that the Council commences the use of introductory tenancies for all new tenants, as an effective preventative tool for dealing with potential nuisance and anti social behaviour from new tenants. In addition it is proposed that the current conditions of tenancy for secure tenants are also revised at the same time, to ensure that the Council can effectively deal with nuisance and anti social behaviour.

Advising Officer: Julie Ogley, Director of Social Care, Health and Housing

Contact Officer: Carol Rooker, Head of Housing Management 0300 300 5249

Public/Exempt: Public

Wards Affected: Barton-Le-Clay, Caddington, Dunstable Central, Dunstable Icknield, Dunstable Manshead, Dunstable Northfields, Dunstable Watling, Eaton Bray, Houghton Hall, Leighton Buzzard North, Leighton Buzzard South, Linslade, Parkside, Tithe Farm, Toddington

Function of: Council

CORPORATE IMPLICATIONS
Council Priorities:
Creating Safer Communities
Introductory tenancies are an effective tool in the prevention of anti social behaviour potentially caused by new tenants.
Financial:
The recommendations of this report would be implemented within current resource levels and therefore there are no financial implications.

Legal:

The Introductory Tenancy scheme has been held by the courts to be thoroughly compatible with the Human Rights Act.

The Housing Act 1996 provides for the introduction of introductory tenancies. The Housing Act 1985 outlines the process to follow to vary tenants' terms and conditions of tenancy.

Risk Management:

There is a reputational risk to the Council that should we not implement introductory tenancies then we would not be using all the powers and tools available to us to tackle tenancy issues including Anti Social Behaviour.

Other local authorities and Registered Social Landlords including Luton Borough Council, Milton Keynes Council and Aragon Housing Association have been using this initiative for many years, with successful outcomes.

Staffing (including Trades Unions):

Not applicable to this report.

Equalities/Human Rights:

Any adverse impact on any group, will be addressed following the completion of an Equalities Impact Assessment, and through continuous monitoring of the tenancies. New tenants in effect will receive more support than currently, in order to prevent tenancies breaking down.

Community Safety:

The implementation of introductory tenancies is supported by the Head of Community Safety.

Sustainability:

Not applicable to this report.

Procurement:

Not applicable to this report.

RECOMMENDATION:

The Committee is asked to:-

1. Support in principle, the adoption of introductory tenancies for all new tenants, and the review of the existing conditions of tenancy for secure tenants.

Background

1. Introductory tenancies were introduced by Part V of the Housing Act 1996 to give local authorities more effective powers to deal with nuisance and anti-social behaviour. This enables local authority landlords, in the first year of any new tenancy, to evict a tenant through a more streamlined process for breach of the agreement or to extend the introductory period from 12 to 18 months.
2. Currently all new tenants are automatically granted a secure tenancy, but should the Council introduce introductory tenancies, secure tenancies would only be granted immediately to existing secure or assured tenants (Housing Association), who are either transferring or exchanging their properties with other secure or assured tenants. All other tenants, irrespective of their age would instead be granted an introductory 'tenancy'. Councils can not be selective on who to grant these tenancies to and so all new tenants would be treated equally.
3. Following a successful 12 month period the introductory tenancy will automatically become a secure tenancy, unless it has been either extended or an application for possession through the courts has already been made.
4. A tenant will not be granted a secure tenancy, if circumstances have resulted to an extension of the introductory tenancy period or legal action has been commenced due to a breach of the introductory tenancy.

Introductory Tenancies

5. By law, during the probationary period, tenants with an introductory tenancy do not have all of the same rights as secure tenants and have less protection from eviction than do secure tenants.
6. It is this reduced protection from potential eviction, which is regarded as the effective tool in terms of preventing any anti social behaviour. Any new tenant who is found to cause anti social behaviour will be advised in the strongest terms, that should this behaviour continue, then their tenancy is at risk, as the Council is able to gain possession of their property more easily than if it was a secure tenancy.
7. To illustrate other differences, tenants with an introductory tenancy do not have:
 - The right to buy their home
 - The right to exchange their home with another tenant
 - The right to sub-let part of the property or take in a lodger
 - The right to assign their property to another person
 - The right to alter or improve their home or to seek compensation for improvements

8. Where the local authority seeks to repossess a property the tenant has the right to request a review of the authority's decision which must be undertaken within a statutory framework.
9. All other rights/rents charged remain the same as though it were a secure tenancy.

Performance Monitoring

10. If an Introductory Tenancies scheme was implemented, it is hoped that this will assist in reducing anti social behaviour, crime and disorder on Council's housing estates and contribute toward a safer and cleaner community.
11. There would be regular monitoring of all new tenants, to ensure that there were no issues of concern, and if any problems were identified, then the tenant would receive any additional support that is required, in order to prevent the tenancy breaking down, or possession action being necessary. The focus of introductory tenancies is as a preventive tool, rather than an enforcement tool.
12. The number of tenants taken to court within the first 12 months of the tenancy would be monitored, and through this, officers would be able to determine the effectiveness, or otherwise of the impact introductory tenancies are having in the battle against anti social behaviour.
13. For information between April 2010 and March 2011 there were 106 new cases of anti-social behaviour reported. Of these, 38 cases (37%), the alleged perpetrator was within their first year of their tenancy. However to date there have been no actual evictions for anti-social behaviour reasons. Wherever possible, legal action is the last remedy to be considered.

Localism Bill

14. The Localism Bill has announced the government's intention to allow Local Authorities and other registered providers of social housing greater flexibility in the types of tenancy that can be used.
15. In particular, such landlords will be able to grant fixed-term tenancies for minimum terms of 2 years, rather than the current arrangements where the Council has no option but to grant secure tenancies, which in effect offer a tenancy for life. The rights of secure tenants are prescribed by law, and in effect the landlord has little discretion to vary them.
16. A new Tenancy Strategy will be brought forward for consideration, later in 2012, as required by the Localism Bill. In advance of this, the merits of implementing introductory tenancies in the short term are considered as being of immediate benefit, as it has been long recognised that anti social behaviour is a priority for tenants, and an issue that is taken seriously.

17. Introductory tenancies also fit in with the national government's agenda by allowing the authority a greater control over the best use of its housing stock.
18. New tenants will receive a very clear message that securing a council property also comes with obligations as well as rights. The Council will only grant a secure tenancy if tenants meet all the obligations of the tenancy agreement.
19. The implementation of introductory tenancies is considered good practice by the Homes and Communities Agency and was also a recommendation of the recent Housing Quality Network inspection of the Landlord Service.

Conclusion and Next Steps

20. Initial consultation has taken place with tenants and with the Way Forward panel. In order to implement introductory tenancies, a wider consultation with tenants needs to be undertaken. As part of this consultation, the opportunity will also be taken to review the current conditions of tenancy(secure tenancy agreement), to ensure that they are comprehensive and provide the necessary tools to effectively deal with all causes of nuisance and anti social behaviour.
21. The conditions of tenancy were last reviewed in 2006, and it is good practice to review regularly to reflect the changing causes of anti social behaviour, or breaches of tenancy. Two specific areas where it is considered that some amendments are required is in terms of strengthening the Council's options in terms of dealing with specific causes of anti social behaviour, and in terms of ensuring that tenants allow access for annual gas servicing obligations
22. It is anticipated that there will only be minor revisions required to the conditions of tenancy, existing tenants will not have to sign new tenancy agreements, these will be automatically assumed to be the new conditions, once tenants are formally advised of the variation to their tenancies. The intention is to commence the wider consultation immediately, with a view to introducing the Introductory Tenancies scheme by 1st April 2012, and the amended conditions of tenancy as of the same date.

Appendices:

Current conditions of tenancy

Background papers and their location: None

This page is intentionally left blank



SECURE TENANCY AGREEMENT Central Bedfordshire Council

This is the weekly tenancy agreement between us (Central Bedfordshire Council) and you, (the tenant). It sets out your and our rights and responsibilities, including those relating to repairing and decorating the property, repairing various installations, paying your rent and ending the tenancy. We recommend that you read this agreement carefully before accepting the tenancy.

We are granting this tenancy on the condition that you have not made any false statements to obtain it. If we find that you have made any false statements we may seek a court order for possession, under the Housing Act 1985 Section 2 Ground 5.

Under this tenancy agreement, we will let the following property as a secure tenancy.

Address of property: _____

To the secure tenant (s): _____

Date the tenancy will start: Monday _____

The rent is _____ **each week. This is made up as follows:**

Basic rent: _____

Service charge: _____

Heating charge: _____

Other charges: _____

Total: £ _____

Signature of tenant(s): _____

Signature of officer witnessing: _____

Date this agreement signed: _____

INTRODUCTION

When you sign this tenancy agreement you have entered into a legal contract with us. Both you and we have certain rights and responsibilities, which we both must keep to. This agreement sets out those rights and responsibilities and explains what may happen if either side breaks the agreement.

Joint tenancies

If you have a joint tenancy (where more than one person is the tenant) this agreement applies to all of you. You are all jointly and individually responsible for all parts of this agreement.

Secure tenancy

This agreement gives you a secure tenancy. This means that you are a secure tenant as long as you, or one of you (in the case of joint tenants) lives in the property as your only or main home.

It also means that we cannot interfere with your right to live in the property except under the circumstances provided by law.

We cannot make you move out of the property unless we have a court order. We will give you notice that we intend to apply for a court order.

This agreement aims to protect you, your family, the property and other people from anti-social behaviour. It says you must not harass or cause a nuisance to anybody in your neighbourhood, or our employees, or our representatives.

It also says that you, as the tenant, are responsible for the behaviour of any person living at or visiting your home.

The weekly rent you pay includes any heating or other charges that will have been detailed in the letter that offered you your tenancy. The weekly rent is due in advance each Monday.

(A)

GENERAL CONDITIONS OF TENANCY

1. Notices served by us

If we serve a notice on you it will be considered to have been properly served if addressed to you at the property and either delivered to the property or sent to you by pre-paid post, or in any manner allowed by Section 196, Law of Property Act 1925.

2. Notices served by you

If you serve a notice on us it will be deemed to have been served properly, if posted and addressed to the

Director

**Adult Care, Health & Housing
Central Bedfordshire Council,
Council Offices,
High Street North, Dunstable,
Bedfordshire,
LU6 1LF.**

3. Changes in the rent, other charges and services

We may change the rent and other charges, by giving you at least 28 days notice in writing, to end on a Monday. We may also vary other terms of the tenancy, provide or withdraw services, or start to charge for a service. However, before we do so, we will ask for your views and take these into account in accordance with any statutory procedures.

4. Housing Benefit

Housing Benefit is your responsibility to obtain, although we will provide assistance with any claim you may be entitled to make. If entitled to Housing Benefit, this will be paid direct to your rent account. Should your circumstances change you must inform the Housing Benefit service.

(B)

OUR RESPONSIBILITIES

1. Your right to live in the property

We will not interfere with your peaceful and quiet enjoyment of your property unless we need access for any of the following reasons:

- We need to check the condition of the property, do improvements or repairs to the property, or service apparatus or any other works to your property or adjoining property
- You fail to comply with the conditions of tenancy-your responsibilities
- A court has ended your tenancy
- To meet legal obligations such as our obligation to inspect gas appliances.

If you do not respond to our requests to visit your home to inspect or service gas appliances to comply with our obligations under the Gas Safety (installations & use) Regulations 1998, we may get a warrant to enter your home. We will give you at least 24 hours notice before this happens, and we may charge you for getting into your property. We need to enter your home to make sure your appliances are safe.

2. Repairing and maintaining the structure of the property

We will keep the structure of the property in good repair, including communal areas, and any installations within the property for:

- Room heating
- Water heating
- The removal of sewerage and waste (including basins, sinks, baths and toilets)
- Supplying water, gas and electricity
- Lift services.

3. Period for repairs

We will carry out any repairs, which are our responsibility within a reasonable period of time, depending on how urgent the repair is. We can tell you what priority a repair is, when you report it to us, or to our representative.

4. Decorating the outside of the property

We will decorate the outside of your home and any shared areas inside the building on a regular basis. If you want to decorate the outside of your home, you must get our written permission beforehand.

5. Start of your tenancy

We will ensure that the property is in a reasonable state of repair at the start of your tenancy, in line with the current lettings standard.

6. Disruption of heating and water supply

Where there is a charge with your rent (district heating charge) we will refund the charge for the heating and hot water system in your property, if the whole system does not work for more than one week. The refund will only be made in respect of the period of disruption.

7. Cleaning of communal areas

Where we provide a cleaning service, we will clean on a regular basis the halls, stairways, drying and communal areas, and the costs of this will be recovered through service charges.

8. Insurance of the building

We will insure the structure of the property, including our fixtures and fittings. However, it is your responsibility to arrange your own contents insurance for your own fixtures and fittings, personal property and any other things that you own. We recommend that you arrange contents insurance cover.

9. Gardening service for communal areas

We will maintain communal gardens on a regular basis.

10. Consultation on planned works

If we intend to carry out some works to your home or block, we will let you know what we are planning to do, and give you the opportunity to let us have your views on the work. If possible, you will also be able to express a choice over what work is carried out.

(C)

YOUR RESPONSIBILITIES

1. Paying the rent

You must pay your rent and other charges as shown on your rent notification, every week for the week ahead. The rent is due in advance every Monday. You can pay your rent at any other interval to which we agree. However we will only agree to other arrangements if you ensure that payments are made in advance. If, for example, you wish to pay your rent on a monthly basis through the bank, your balance on your account should be clear at the end of each month.

If you do not pay your rent you are at risk of ultimately losing your home.

Employees have a procedure to follow to recover rent arrears, as we need rental income to continue to provide services and repair your home.

2. Living in the property

You must use the property as your only or main home. If you intend to take a long holiday away from home you should let us know in advance and make sure that

you take any necessary precautions to ensure the property is secure and the rent is paid.

3. Subletting

You must not sublet, or give possession of part of the property to any one else, unless we have given our written permission beforehand. You must also not exchange the property with any one else, unless we have given our permission. Permission will not be unreasonably withheld.

4. Your behaviour

You are responsible for the behaviour of all people who live in the property, including children, and any visitors to the property. You must take all reasonable steps to prevent anyone who lives in, or visits the property from doing anything which causes, or is likely to cause a nuisance or annoyance to anyone living in, or visiting the area.

We class anti-social behaviour as "behaviour causing disturbance, distress, harm or fear which has a significant effect on people's lifestyles or routines. Persistence, intensity and the numbers being involved are relevant factors. The behaviour need not be a breach of the criminal law."

Your tenancy may be at risk, if you, or any person living with you or visiting you, for example:

- Cause persistent noise nuisance, including making unnecessary or excessive noise, arguing and slamming doors
- Use aggressive and intimidating language and behaviour
- Are violent, or threaten violence
- Damage, or threaten to damage, someone else's property
- Harass or abuse in any way, a neighbour, or anyone else living nearby because of their age, sex, race, sexual orientation, and mental or physical disability.

We have a comprehensive anti social behaviour policy and procedure for employees to follow.

5. Domestic violence

Your tenancy may be at risk if:

- You carry out acts or threats of domestic violence against your partner or anyone else living in the property.
- You cause anyone who is part of your household to leave your home because of acts or threats of domestic violence.

You must make sure that no person either living in, or visiting your home, uses, or threatens to use, emotional or sexual abuse, or violence on any member of your household.

We have a domestic violence policy, and if we were to take possession action against you, we do not need to rely on a criminal charge.

6. Use of the property

You must make sure that the property is not used for any illegal purposes.

Your tenancy may be at risk, if, for example:

- The property is used in connection with possession, using, supplying or dealing in illegal drugs or substances

- The property is used for storing or handling stolen goods, or for keeping illegal or unlicensed firearms or weapons
- You, or anyone living with you, or any visitor to the property, is convicted of an arrestable offence, (for example theft, burglary, or criminal damage), committed in the area of the property.

7. Damage to the property

You must make sure that neither you, nor anyone living with you or visiting the property, misuses, damages, vandalises or removes any part of the property, any neighbouring property, any shared area, or any other property belonging to us.

You will be responsible for the payment of any costs that we incur if we have to carry out any repairs that you are responsible for, but have failed to do.

You may also be charged an administration fee as well as the repair costs.

8. Repairs that are your responsibility

You should keep the interior of the property in a reasonable state of decoration, cleanliness and repair. You must also take all reasonable steps to protect the property and the fixtures and fittings from damage by water, fire and frost, particularly if you are away from the property for an extended period.

You must not allow dirt, rubbish or other harmful substances to be put into the pipes of the property.

You must take care of the property and its fixtures and fittings, which are tenants' responsibility. We will, upon request, be able to tell you what repairs are your responsibility. They are referred to in the Tenants' Handbook.

9. Reporting repairs

You should report promptly to us, or our representative, any repairs that need doing to the structure or the outside of the property, or any of the fixtures and fittings that we are responsible for maintaining.

All repairs are prioritised so that urgent repairs are carried out first. More details are in the Tenants' Handbook.

10. Altering, improving or making additions to the property

You must get our written approval before carrying out any alterations or improvements to the property. You also need permission to erect a shed, garage or porch. We will not unreasonably withhold consent. A suitably qualified and registered contractor must carry out any work to gas or electrical installations.

We may also ask you to reinstate any works before you leave the property.

You are responsible for getting any planning permission needed, and for meeting all Building and Statutory regulations, for example Party Wall Act 1996 obligations.

You are responsible for the repair, maintenance and renewal if necessary, of any improvement that you make to the property.

11. Keeping animals

You are not allowed to keep any wild /farm animal at the property.

However, we have no objection to you keeping domestic animals such as:

- Cats or dogs
- Small caged birds, for example budgerigars or canaries
- Small caged animals, for example hamsters, guinea pigs
- Aquarium fish.

We do not allow:

- Dogs that are described in Section 1 of the Dangerous Dogs Act 1991
- Any animal described in the Dangerous Wild Animals Act 1976

You must not keep any animal anywhere other than within your own property, and you are responsible for supervising and controlling your animals. If an animal causes a nuisance to neighbours we may ask you to get rid of the animal. They must not be allowed to foul shared areas, or be left tied up in shared areas such as a garden.

You need our permission to keep an animal on your property if you only have a shared access into the property, and/or you live in sheltered accommodation.

You also need our permission if you wish to keep more than two normal domestic animals.

12. Gardens

You must keep the garden, hedges, yard, path and open spaces within the boundary of your property clean, tidy and clear of rubbish.

You must also ensure that any trees, shrubs, plants etc. within your garden are properly maintained to an acceptable standard, so they do not cause a nuisance to others.

If we have to remove waste from your garden, we will recharge you the costs of removal, together with additional costs for the administration.

We are only responsible for trees in communal gardens or on open spaces. Trees within your own garden are your responsibility to maintain. We may, however, be able to help and advise you about your responsibilities for maintaining trees, in line with the Council's policy on maintaining trees.

13. Parking

You must not park, ride or drive any vehicle on any footpath, grassed area, grass verge or any other open space other than a highway.

If you want to park your vehicle within the boundary of the property, you will need a properly constructed hardstanding, vehicle access and a dropped kerb. You will need our written permission to do this.

You must not park or permit any vehicle other than a private motorcar, motorcycle or small van on the property.

You must not repair other vehicles for payment at the property, surrounding area, shared grounds or in a designated parking area. You may do minor repairs or work to your own vehicle or to a vehicle belonging to a member of your household, as long as you only work on one vehicle at a time.

You must not cause a nuisance to your neighbours, for example, by causing oil spills or making an unreasonable amount of noise.

No motorcycle/vehicle must be kept inside the property or in any indoor shared area, entrance hall or landing.

You must not park or allow anyone to park any heavy trade or commercial vehicle on the property or in the area for long or regular periods of time. This also includes allocated parking areas and estate roads.

You must not park any vehicle which is untaxed, unroadworthy, or in need of repair, anywhere other than within the boundary of your property.

14. Properties with shared areas

You must keep all shared areas, entrances, stairs and landings clear, tidy and free of litter and obstructions.

You must use the bins provided to dispose of refuse, and use the door entry systems properly. The doors should not be left open for others, and you should not let unknown visitors into the block. The doors are provided for the security of all residents. If you lose any keys, and ask for a replacement, you will be responsible for the costs of replacement.

You are responsible for ensuring that anyone who lives with you, or visits you, does not use a play area, amenity area, or open space in a manner that is likely to cause a nuisance to others.

15. Dangerous materials

You must not keep or use bottles of paraffin, gas, petrol, or any other dangerous, explosive, or flammable material (except for normal domestic use). No materials should be stored in any indoor-shared area, entrance hall, stairway or landing.

16. Businesses

You must not carry out any business from the property, without our written permission. You must not sell, hire or exhibit goods or advertisements without our permission. You must also obtain any additional statutory consents which may be required.

If permission is given, but you then cause a nuisance to others, we will withdraw our permission.

17. Access to carry out services to equipment and apparatus

You must allow any person or company authorised by us, to enter the property at all reasonable hours of the day, to provide, repair, service or carry out other works that are our responsibility, particularly in respect of our obligations under the Gas Safety (installations & use) Regulations 1998.

(We may need immediate entry, in the event of an emergency)

18. Adjoining properties

You must allow owners or lessees of adjoining properties to enter your garden, after reasonable notice has been given for them to carry out work to their own property, where access is needed through yours.

19. Ending the tenancy

You must give us four weeks written notice ending on a Monday to end your tenancy. The keys must be handed into our office by 10am on the Monday. We may allow less than four weeks notice, but this must be agreed beforehand with us. You must ensure that the rent is paid up until the day that you must return the keys by.

20. Moving out

You, and everyone else in the property must leave the property when you end the tenancy. All the keys to the property should be returned to us. All furniture, carpets, personal possessions and rubbish should be removed. The property and its fixtures and fittings should be left in good condition.

We are not responsible for anything left in or on the property, sheds, loft, garden and garage when you move out.

The costs of removing any of your belongings, changing locks, or repairing any damage which is your responsibility, will be charged to you, together with additional costs for administration and VAT.

You must provide a forwarding address for us when you leave. If you do not provide a forwarding address, and we need to contact you about any unpaid rent, or other debts, we will contact other local authorities and agencies for your new address.

If you end your tenancy owing us any unpaid rent, we may refer your debt to a debt collection agency for them to collect on our behalf.

We may also tell utility companies the names of new tenants, to ensure that any utility charges are directed to the right person.

21. Overcrowding

You must not allow your property to become overcrowded. If you allow too many people in the property your tenancy could be at risk. The amount of sleeping space available, the number of people living in the property, and their age determine overcrowding. Section 324 of the Housing Act 1985 includes the details.

We will be able to advise you if you need further information.

(D)

YOUR RIGHTS

1. Your right to live in the property

You have the right to live in the property without any interference by us, except if we need to get into the property for an emergency, or the court allows us, or as part of any other rights we have within this agreement.

2. Your right to security of tenure

You are a secure tenant as long as you or one of you (in the case of joint tenants) lives in the property as your only or main home. Your tenancy is weekly from Monday to Monday.

3. Ending the tenancy through the court

You have the right to remain in the property unless the court orders you to leave. We will give you at least four weeks notice that we intend to apply for a court order to repossess your property. We can only apply to the court on one or more of the grounds listed in Schedule 2 of the Housing Act 1985. If we serve a notice on you, it will specify the ground or grounds and give you the reason why we have done so.

4. Your right to assign the tenancy

You may assign your tenancy to another member of your family, if the property is their own or main home,

and it is permitted under the provisions of the Housing Act 1985, and the Civil Partnership Act 2004, or a court order has been made under section 24 of the Matrimonial Causes Act 1973.

5. The right to succession

If you die your tenancy may pass to someone else, if they are entitled to succeed to the tenancy under the provisions of the Housing Act 1985 and the Civil Partnership Act 2004.

6. Your right to exchange

You may exchange the property with that of another secure council tenant or with an assured tenant of certain other landlords. You must get our written permission first. We may refuse an exchange if you or the person you want to exchange with do not meet certain conditions.

7. Your right to take in lodgers or sublet

If you want anyone to lodge in the property with you, you can do so without our permission as long as this does not make the property overcrowded.

You may sublet, or let someone else have part of the property, if you get our written permission. You may not sublet all of the property.

8. Your right to make improvements

You are allowed to improve the property by:

- Decorating the outside
- Altering or adding to the structure
- Altering or adding to any fixture, fitting or services.

You must get our written permission before carrying out any improvements, and consent will not be unreasonably withheld. When doing the work, you must use good quality materials and do the job properly. You must also make sure that all gas and electrical work carried out at the property is done by a qualified and competent contractor. You must tell us when the work is done so that we can keep a record of it and inspect it.

You are responsible for repairing and maintaining all improvements, fixtures and fittings that you install in the property. We will give you advice on any work you want to carry out at the time you ask us for permission.

Any improvements you make or items you install could become our property when you move out. If you take them with you when you move, you must put the property back to the way it was before you improved it. If you don't we will charge you for work we will have to carry out, together with an administration charge plus VAT.

You must make sure that before starting any work, that you get all the approvals and permissions you need under the Town and Country Planning Act 1990 and under any current building regulations if necessary.

9. Your right to compensation for improvements

At the time that your tenancy comes to an end, you may receive compensation for certain improvements that you may have made to your property, provided that you claim between 28 days before the end of your tenancy and 14 days afterwards. You must also have retained all receipts. There are certain other conditions that may apply, as provided for under the Leasehold Reform Housing and Urban Development Act 1993. We will be able to advise you.

10. Your right to repair

You have the right to have certain minor repairs to the property done when you ask, and to get compensation if they are not done within a certain time, but you must follow a set procedure as provided for under the Leasehold Reform Housing and Urban Development Act 1993. We will be able to advise you if you need further information.

11. Your right to buy

If you have been a tenant of a council or housing association property for two years or more, you may have the right to buy your home. However, if you only became a tenant after 18th January 2005, you will need to have been a tenant for more than 5 years.

If you submit an application to buy your property, we will only carry out health and safety repairs while the application remains in force. No planned improvement works will be carried out.

Some properties particularly suitable for elderly or physically disabled persons are subject to certain restrictions.

12. Your right to manage

You have a legal right to set up a tenant management organisation (TMO) or Tenant Management Co-op (TMC) and take over the management of some or all housing management functions, subject to meeting certain conditions, a ballot of tenants, and with our consent.

13. Your right to be consulted

You have the right to be consulted by us on housing management matters, which substantially affect council tenancies and estates. We will take your comments into account when making a decision. We will also consider the views of tenants associations and representative groups.

Housing management means anything that concerns managing, maintaining, improving, demolishing, selling or transferring properties that we let, or the services or facilities that we provide to those properties. It does not include rent or any other charges.

14. Your right to information

You have the right to be given a summary of the current rules on our allocation policy. You can also ask for a copy of the full allocations policy, although we may ask you to pay for this.

You also have the right to see personal details that are held on your file, as permitted by the Data Protection Act 1998. You must put your request in writing, and there is a charge for this.

Central Bedfordshire Council is registered under the Data Protection Act 1998 for the purpose of processing data in the performance of its legitimate business. Any information held by us will be processed in compliance with the eight principles of the Act.

“This authority is under a duty to protect the public fund it administers, and to this end may use the information you have provided on this form within this authority for the collection of funds and prevention and detection of fraud. It may also share this information with other bodies administering public funds solely for these purposes.”

Meeting: Social Care, Health & Housing Overview & Scrutiny Committee
Date: 24 October 2011
Subject: 2012/13 Base Budget Review of Social Care, Health & Housing
Report of: Cllr Carole Hegley – Executive Member for Social Care, Health & Housing
Summary: This report sets out the outcome of the work undertaken to review the Social Care, Health & Housing directorate base budget for 2012/13.

Advising Officer: Julie Ogley - Director of Social Care, Health & Housing
Contact Officer: Nick Murley, Assistant Director Business & Performance
Public/Exempt: Public
Wards Affected: All
Function of: Council

CORPORATE IMPLICATIONS

Council Priorities:

1. Sound financial management contributes to the delivery of the Council's value for money, enabling the Council to successfully deliver its priorities.
These are:
 - Supporting and caring for an ageing population
 - Educating, protecting and providing opportunities for children and young people
 - Managing growth effectively
 - Creating safer communities
 - Promoting healthier lifestyles.

Financial:

2. The financial implications are set out in the report.

Legal:

3. None

Risk Management:

4. Not applicable

Staffing (including Trades Unions):

5. Not applicable.

Equalities/Human Rights:

6. In developing the base budget review the Council must ensure that decisions are made in such a way as to minimise unfairness, and that there is not a disproportionately negative effect on people from different ethnic groups, disabled people, and men and women.
7. The statutory equality duties must be exercised in substance, with rigour and an open mind. To ensure that they have complied with the equality duties, and to ensure that any decision made does not unfairly discriminate, public authorities should:
 - carry out robust equality impact assessments and consult and involve relevant stakeholders as part of the decision-making process
 - Consider all relevant, available information in order to anticipate any likely negative impact and to seek to avoid that negative impact by taking alternative courses of action wherever possible.
 - Keep an adequate record showing that they had actually considered their equality duties and pondered relevant questions.
 - Be rigorous in both inquiring and reporting to Members the outcome of the assessment and the legal duties. When decisions are made, decision makers must have the relevant data, including the results of equality impact assessment, and of consultation and involvement, to ensure they reach an informed decision.
8. The outcome of the base budget review will be incorporated into the 2012/13 Council Budget and equality impact assessments will be undertaken throughout that period.

Community Safety:

9. Not applicable.

Sustainability:

10. Not applicable.

Procurement:

11. Not applicable.

RECOMMENDATION(S):

The Committee is asked to:-

12. Note the proposed Standstill Budget for 2012/13 at £58.972m.

Introduction

13. This report sets out the proposed 2012/13 standstill budget for the Council following a base budget review of the 2011/12 budget.

14. This Base Budget Review (BBR) is running in parallel with the 2012/13 Draft Budget process and will identify any pressures/savings that will need to be incorporated into the draft budget that will be considered by the Executive in December.

Executive Summary

15. The Base Budget Review has been based on the August 2011/12 Corporate forecast position of an £0.509M overspend. The key tasks have been to assess whether existing pressures will persist into 2012/13 and whether any of the management actions to manage pressures in year can be sustained in the longer term.
16. The Base Budget Review has been undertaken at individual 'general ledger' level to ensure the budgets are accurately held in individual cost centres. This gives additional assurance that the overall cost base is robust and will ensure monitoring continues to improve for the remainder of this financial year as well as for 2012/13 and beyond.
17. Table A below shows the proposed Standstill Budget by Directorate.
18. **Table A – Standstill General Fund Budget by Directorate 2012/13**

Directorate	MEMO Annual Budget 2011/12 as at August (excl Temp virements)	August Forecast Variance	Additional pressures/ Savings included in BBR	Pressures / (Savings) identified in BBR	Proposed standstill Budget 2012/13
	A	B	C	D (B+ C)	A+D
	£000	£000	£000	£000	£000
Adult Social Care Health and Housing	56,498	78	2,396	2,474	58,972
Children's Services	35,571	375	(203)	172	35,473
Sustainable Communities	51,212	(642)	344	(298)	50,914
Corporate Services	25,648	711	1,866	2,577	28,225
Contingency and Reserves	492	(184)	230	46	537
Corporate Costs	11,847	171	(1,842)	(1,681)	11,457
Total	181,268	509	2,760	3,269	184,537

Adult Social Care, Health and Housing

19. Central Bedfordshire has seen significant demographic increases over the 2010/11 financial year and this is set to continue in 2012/13 and beyond. People living longer can mean that they are more likely to have care and support needs, some of which are complex and potentially result in higher cost dementia care packages required to support them.
20. Much of the Social Care efficiency programme has been about moving services from institutional approaches to more personalised solutions. Much of this work has been focussing on how we support customers to live more independently which in the case of older people should reduce the numbers of admissions to residential care. This work is beginning to reduce the costs to the Council although it is early in its implementation and will not totally remove the impact of increasing costs due to demographic increases.
21. Table A below shows the proposed 2012/13 General Fund Base Budget by Director or Assistant Director:

Division	MEMO Annual Budget 2011/12 as at August (excl Temp Virements)	August Forecast Variance	Additional pressures/ Savings included in BBR	Pressures/ Savings included in BBR	Proposed Standstill Budget 2012/13
	A	B	C	D (B+ C)	A+D
	£'000	£'000	£'000	£'000	£'000
Director	108	7	(4)	3	111
Housing	4,281	1	(20)	(19)	4,262
Adult Social Care	44,829	712	2,230	2,942	47,771
Commissioning	5,448	(798)	261	(537)	4,911
Business & Performance	1,832	156	(71)	85	1,917
Total	56,498	78	2,396	2,474	58,972

22. The above table sets out the budget for 2011/12 (column A), the reported August variance for the directorate (column B), the additional pressures or savings that have been identified as part of the Base Budget Review (column C). Column D represents the total pressures or savings that have been identified against the 2011/12 that forms the Base budget for 2012/13.

23. In Adult Social Care there are two main pressures that will impact on the budget for 2012/13. The first is around the demographic increases for Older People and People with a Physical Disability. The forecast outturn identifies a pressure of £0.4m for 2011/12. The current cost of these packages has then been projected forward to derive the full year effect into next year and amounts to a pressure of £1.134m for 2012/13. A pressure of £0.7m has already been included in the Medium Term Financial Plan approved by Council in February 2011. Therefore an additional pressure of £0.4m materialises in this service area for 2012/13.
24. For Adults with a Learning Disability, the forecast outturn identifies a pressure of £0.446m for 2011/12, with a full year effect of £1.9m. This arises from the increased packages costs as customers are living longer, a difference in the assumptions surrounding the costs of packages for Transitions and the effect of changes because of the ordinary residence rules as the current earmarked reserve to fund these changes is exhausted. An allowance of £0.735m was included in the Medium Term Financial Plan approved by Council in February 2011 to cover these increases and therefore an additional pressure of £1.2m materialises in this service area for 2012/13.
25. Within Commissioning, the forecast outturn identifies an under spend of £0.798m which is a combination of contract savings around our mental health services and an under spend against the Learning Disability and Health Reform Grant. Only the latter though will be an on-going saving into 2012/13 which will be used to offset to some extent the over spend in Adult Social Care.
26. The combined effect of the above means a total pressure of £1.0m will need to be included in the General Fund draft budget preparations for 2012/13.

Housing Revenue Account (HRA)

27. For the Housing Revenue Account, work has been carried out to understand the pressure on the day to day and voids repairs budgets. The pressure from these areas is considered to be in the region of £0.750m for the next financial year. Added to the base budget realignment of the establishment, the contribution from the HRA reserve would increase from £0.2m in 2011/12 to £1.2m in 2012/13.
28. A new financing regime will be implemented for the HRA from April 2012 called 'Self Financing'. This will considerably change the revenue and capital position of the HRA and a report on the impact will be presented to the Committee in December. The draft budget for the HRA, like the General Fund, will also be presented to the Executive in December.

Conclusion and Next Steps

29. The results of the Base Budget Review will be incorporated in the 2012/13 Draft Budget to be considered at the by the Executive on the 6 December 2011. This will be presented to the SCH&H Overview & Scrutiny Committee on 12 December 2011.

Appendices:

Appendix A –Directorate Standstill Budget by Subjective

Background papers and their location: None

This page is intentionally left blank

SOCIAL CARE HEALTH AND HOUSING

Standstill Budget by Service Subjective (£'000)

Service	Staffing costs	Premises and Transport	Supplies and Services	Third Party Payments	Gross Costs	Income	Grants	Total Income	Net Costs
Director of Social Care, Health and Housing									
Director of Social Care, Health and Housing	215	0	-69	0	146	-35	0	-35	111
Sub Total	215	0	-69	0	146	-35	0	-35	111
Housing Services HRA									
Assistant Director Housing Service HRA	166	0	7,449	8,783	16,399	-23,956	0	-23,956	-7,558
Housing Management HRA	1,859	717	395	96	3,067	-912	-550	-1,462	1,604
Asset Management HRA	1,115	4,699	121	0	5,934	-389	0	-389	5,545
Prevention, Options & Inclusion HRA	202	36	201	78	518	-110	0	-110	408
Sub Total	3,342	5,452	8,167	8,957	25,918	-25,368	-550	-25,918	0
Housing GF									
Supporting People	66	0	0	2,405	2,471	0	0	0	2,471
Prevention, Options & Inclusion GF	633	82	123	405	1,244	-114	-141	-255	988
Private Sector Housing Options GF	780	0	25	24	829	-161	0	-161	669
Housing Management GF	0	199	144	27	370	-236	0	-236	134
Sub Total	1,479	282	293	2,861	4,914	-511	-141	-652	4,262
Adult Social Care									
AD Adult Social Care	537	0	1,505	27	2,069	-18	-1,446	-1,464	605
Older People and Physical Disability	459	0	46	3	508	0	0	0	508
Rapid Intervention/Intermediate Care	144	0	0	0	144	0	0	0	144
Older People Day Care	746	84	82	37	949	-283	0	-283	666
Enablement	3,897	0	-170	46	3,774	0	-1,046	-1,046	2,728
OPPD Care Management - Central	919	19	133	5,367	6,438	-696	0	-696	5,742
OPPD Care Management - North	754	1	7	10,972	11,734	-3,694	0	-3,694	8,040

Service	Staffing costs	Premises and Transport	Supplies and Services	Third Party Payments	Gross Costs	Income	Grants	Total Income	Net Costs
OPPD Care Management - South	767	3	2	10,573	11,344	-3,506	-90	-3,596	7,748
LD and MH Management	312	3	-211	511	615	-13	0	-13	602
Learning Disabilities - A&C	688	22	10	13,915	14,635	-1,835	-869	-2,704	11,931
Learning Disabilities - Direct - South	4,167	239	31	52	4,490	-127	0	-127	4,362
Sheltered Employment	181	0	0	0	181	0	-190	-190	-9
Emergency Duty Team	478	0	9	1	489	-363	0	-363	126
BUPA Block Contract	0	0	0	6,948	6,948	-2,371	0	-2,371	4,577
Sub Total	14,051	371	1,445	48,452	64,319	-12,908	-3,641	-16,548	47,771
Commissioning									
AD Commissioning	92	0	-332	0	-240	0	0	0	-240
Contracts	0	3	412	4,077	4,492	-156	0	-156	4,335
LD Transfer	2	2	655	7,371	8,030	-5	-8,661	-8,666	-635
Bedfordshire Drug Action Team	181	3	3	104	292	-182	0	-182	110
Personalisation	236	0	338	176	750	0	0	0	750
Commissioning	524	11	4	52	592	0	0	0	592
Sub Total	1,035	19	1,081	11,781	13,915	-343	-8,661	-9,004	4,911
Business and Performance									
AD Business & Performance	96	0	39	98	233	0	0	0	233
Business Systems	938	0	89	244	1,271	-92	-222	-314	958
Business Infrastructure	840	1	12	0	853	-127	0	-127	726
Sub Total	1,875	1	140	342	2,358	-218	-222	-440	1,917
Total DIRECTORATE Spend	21,996	6,124	11,057	72,392	111,569	-39,383	-13,214	-52,597	58,972