YOUR HOME, YOUR CHOICE

OLDHAM HOUSING STOCK TRANSFER

INCOMPLETE DRAFT OFFER DOCUMENT

(WORK IN PROGRESS AT 25.06.09)
THE OFFER DOCUMENT – CONTENTS LIST

- The Council’s housing transfer proposal
  - Includes what has happened in neighbouring areas
  - Plus map showing transfer etc. in the sub-region

- What has been achieved in the last 7 years

- About First Choice Homes Oldham
  - Includes the board details + photos

- Improving your home to the Oldham Standard

- Repairing your home

- Your rights

- The rent and other charges you would pay
  - Includes service charges
  - Water rates collection continuation
  - Care-call dues collection
  - Money advice

- Reducing your energy bills

- Strengthening communities
  - Includes delivering better local services
  - Health & inequalities
  - Increasing employment
  - Regeneration
  - Additional affordable housing
  - Working with OMBC

- Improving your neighbourhood
  - Includes grounds maintenance
  - Street lighting
  - Dog control

- Involving you in running the service

- Tackling anti-social behaviour and crime
includes issues on drugs??

- Services for older people including sheltered housing tenants
- Services for people with disabilities (including aids and adaptations)
- Assistance for younger and new tenants
- The next steps – the legal requirements for tenant consultation
- The Proposed Tenancy Agreement
- Other useful information
- Contacts
- Response Card
OFFER DOCUMENT

Section 1: What has been achieved in the last 7 years

“To work together with customers and partners to create high quality sustainable homes and communities – where people from all backgrounds want to live – by delivering excellent housing services”

First Choice Homes Oldham (FCHO) is a non-profit making company known as an Arms Length Management Organisation (ALMO). First Choice Homes Oldham operates as an independent company but is wholly owned by Oldham Council - its only shareholder.

FCHO is run by a Board of 18 directors made up of 6 tenants, 6 independents and 6 Councillors.

FCHO Ltd was established in 2002 to improve housing management services for tenants which would then unlock extra funds to invest in the Council homes to bring them all up to the Government’s Decent Homes Standard.

Achievement of a Good (2 star) Audit Commission inspection rating in 2003 and again in 2005 gave FCHO access to an additional £84 million to invest in the properties we manage.

Some (but by no means all) of our achievements are contained below:

During the last 7 years we have brought [11,000 homes] up to the Decent Homes Standard, investing in properties across the borough. Works have included external and internal refurbishment and extensive environmental works which have often been the most important priority for tenants. On tower blocks the extent of works has gone beyond the “Decent Homes” standard reflecting the level of improvement work urgently required. Improving the energy efficiency of homes has been a high priority and FCHO have been able to draw on extra funds to insulate homes; provide more efficiency central heating boilers and to get cheaper fuel for tenants.

Work to homes has been carried out by award winning contractors with very high levels of satisfaction.

Our repairs service deals with approximately 3000 repairs a month, with almost all urgent repairs being completed within 7 days or less, and non-urgent repairs on average taking 14 days.

We know that over three-quarters of customers find FCHO staff helpful. We want to improve on that substantially, mindful that the preferred method of contact for the vast majority of you is by phone and that you want to see more housing officers out on your estates – we have recently implemented new ways of working to directly impact on this, we now come to you. We offer all
tenants an annual courtesy visit and you can make an appointment – which
suits you - to meet with your housing officer.

We are committed to the ‘Respect Standard for Housing Management’ to
ensure we deal rigorously with problems where you live, through our trained
local housing teams and provide support such as noise monitoring equipment
in your homes. Following feedback from you we have now set up specialist
teams to deal specifically with sensitive issues such as Anti-Social Behaviour.

FCHO place great emphasis on providing ‘better neighbourhoods’ and have
brought three estates up to a level of cleanliness and security that is nationally
recognised through a ‘Neighbourhood Quality Standard’. Eight more are due
to follow ensuring that residents have a say in how they want services on
estates to be run, and what standards they want to see in estates.

We also run a unique scheme - the ‘Respect our Communities Award’
(ROCA) - which funds community activities where you live – 20 awards have
so far been made. Local Oldham businesses have come on board with FCHO
and have added over £70,000 to the fund.

We already have a range of ‘tenant participation’ activities run by specialised
officers. Many tenants are involved in local boards, tenant and resident
associations and more informal events. Tenants have had a real say in how
FCHO delivers services. We are accountable to tenants across the Borough
reporting, listening and acting on tenants’ views.

FCHO maintains a range of specialist services to enable independent living,
including:

- A 24 hour Helpline service to 3500 customers to give them complete
  reassurance
- Warden services and alarms for 1200 sheltered homes to provide
  personal support
- Supported lodgings for over 120 vulnerable people to give more
  intensive help in living
- Temporary accommodation through hostels and specialist units to
  support homeless people
- £5 million of adaptations over the last 5 years to help disabled people
  live more easily in their homes

FCHO has worked closely with the Council, the Police and other agencies to
improve the quality of homes in neighbourhoods. We work closely with the
Council in areas where redevelopment is planned to tackle some of the deep
seated problems of poor housing involving residents in plans and their
implementation.

We believe that the real strength of FCHO is the fact that we are a local
housing provider, who over the last 7 years has grown to know and
understand the people and communities we serve.
What we are offering is to continue to be a local ‘landlord’, easily accessible and accountable to our tenants, with staff working locally on estates, our management easily contactable, and our performance open to scrutiny by all customers.

We are also offering to be the local ‘landlord’ that you want, able to meet people’s needs more readily by benefitting from resources that will be available to us following a transfer.

FCHO is not just about providing and maintaining properties. We have already proved the valuable impact we have made around working with communities and this is an area we would only ever wish to strengthen. FCHO is a local organisation, staffed by local people working directly for the local community. We are committed to ensuring that the homes and neighbourhoods we manage are of the highest standard as defined by the people who live in them.

Do we not want to add where we’ve helped with training / apprentices / work experience etc ? (repairs, renewal, PATH trainees etc)
First Choice Homes Oldham Limited was established in 2002 to secure additional investment in the housing stock to achieve Decent Homes Standard.

Since 2002, First Choice Homes has been directed by a very successful non-executive Board made up of 18 Main Board Members as well as six Local Area Boards. Our Boards exist to ensure that First Choice Homes Oldham is improving its services to the standards set out by Government as well as addressing customers’ needs and aspirations.

The Main Board is responsible for setting the overall targets and budgets for the company, as well as managing borough wide services such as major repair programmes, accountancy etc. The Board also ensure that the work of the executive management team is subject to effective scrutiny, appropriate direction, and accountability. The Local Boards are responsible for managing services in their own areas and in spending allocated local budgets. The six Local Boards are based:

- Royton & Shaw
- Chadderton
- Failsworth & Hollinwood
- Saddleworth & Lees
- East Oldham
- West Oldham

In June 2009, a recruitment process began to appoint a new Main Board. The recruitment process was overseen by Independent Tenant Advisor PS Consultants.

The Main Board is the Governing Body “at the centre of the company’s governance and responsible for the work and attainment” of First Choice Homes Oldham. It needs contributions from a team of committed people with a range of relevant skills and a particular disposition to achieving excellent, customer driven, housing services in Oldham.

The categories of membership of the Main Board are 3 Council Nominees, 4 Independent Nominees and 5 Tenant Nominees. Although the Board will operate as a Team, acting purely in the best interests of the new company and its customers, this structure fits the requirement of the regulator (The Tenant Services Authority) that the board of a Registered Provider should have at least one third of its membership held by independents. It also means that the largest grouping on the board will be held by tenants. The new Main Board Members appointed following the recruitment process are:
<table>
<thead>
<tr>
<th>Tenant Board Members</th>
<th>Brief biography and background</th>
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<tbody>
<tr>
<td>&lt;Picture&gt;</td>
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<table>
<thead>
<tr>
<th>Council Board Members</th>
<th>Brief biography and background</th>
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<table>
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<tr>
<th>Independent Board Members</th>
<th>Brief biography and background</th>
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Section 3: Improving your home to the Oldham Standard

We will improve and maintain the quality of current and future homes through a managed programme of works, ensuring they are warm, energy efficient and safe, bringing all up to the modern ‘Oldham Standard’ through a 30 year plan of investment. Improvements, wherever possible, will be made based on individual customer needs.

During the last 7 years we have brought [11,000 homes] up to the Decent Homes Standard, investing [£80m] through major works on properties across the borough.

If there is a ‘yes’ to Stock Transfer we will start a programme of works which will see [£140m] invested over the first 5 years of a 30 year programme, allowing us to undertake work to make properties warm, safe and secure through work on:

- 5500 bathrooms including a shower over a bath
- 5500 kitchens
- 5500 homes needing electrical improvements
- 2800 external boundaries (fencing)
- 650 properties needing improvements to windows
- 1600 roofs
- All windows double glazed by 2011

This work, and other energy saving services which we will expand to everyone in the borough, will on average save 25% on people’s energy bills.

The improvements will be programmed with the involvement of tenant and residents associations, tenants groups, Local and Main Boards.

To ensure there is minimum disruption, full consultation will be given during and after the works on site.

If there is a ‘no’ to Stock Transfer our investment plans will be reduced to what can be afforded from government funds, we expect there to be a significant reduction in funding and therefore a significant reduction in investment. The number of properties we can improve will be much reduced.
Following the consultation with tenant groups we have included the required details relating to the preferred option for next five years improvement programme. In summary they are as follows:

<table>
<thead>
<tr>
<th>Element</th>
<th>Element Group</th>
<th>No of Properties</th>
<th>Anticipated Budget Yrs 1-5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bathrooms</td>
<td>Bathroom</td>
<td>5500</td>
<td>£9,721,525</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>£9,721,525</strong></td>
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<tr>
<td>Drainage</td>
<td>Environment</td>
<td>512</td>
<td>£3,122,064</td>
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<tr>
<td>Stairs/ Balconies</td>
<td>Environment</td>
<td>406</td>
<td>£6,433,388</td>
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<tr>
<td>Floor coverings</td>
<td>Environment</td>
<td>17</td>
<td>£1,333,376</td>
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<tr>
<td>Hard surfaces</td>
<td>Environment</td>
<td>81</td>
<td>£2,466,523</td>
</tr>
<tr>
<td>Environmental Works</td>
<td>Environment</td>
<td>n/a</td>
<td>£6,008,000</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>£7,340,351</strong></td>
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<tr>
<td>Chimney</td>
<td>Structural</td>
<td>427</td>
<td>£234,231</td>
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<tr>
<td>External Wall Finish</td>
<td>Structural</td>
<td>732</td>
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<tr>
<td>External Walls</td>
<td>Structural</td>
<td>209</td>
<td>£535,019</td>
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<tr>
<td>Internal Structure</td>
<td>Structural</td>
<td>12</td>
<td>£9,508</td>
</tr>
<tr>
<td>Rainwater Goods</td>
<td>Structural</td>
<td>682</td>
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<tr>
<td>Internal Doors</td>
<td>Structural</td>
<td>77</td>
<td>£563,318</td>
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<tr>
<td>Roof</td>
<td>Structural</td>
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<td><strong>Total</strong></td>
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<td><strong>£10,483,917</strong></td>
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<tr>
<td>Fencing &amp; Boundary Walls</td>
<td>Security</td>
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<td>£3,901,970</td>
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<tr>
<td>External Doors</td>
<td>Security</td>
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<tr>
<td>Windows</td>
<td>Security</td>
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<td><strong>Total</strong></td>
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<tr>
<td>Electrics</td>
<td>Electrics</td>
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<tr>
<td><strong>Total</strong></td>
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<tr>
<td>Heating/ Hot Water</td>
<td>Heating</td>
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<tr>
<td><strong>Total</strong></td>
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<td></td>
<td><strong>£16,195,390</strong></td>
</tr>
<tr>
<td>Kitchens</td>
<td>Kitchens</td>
<td>5500</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
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<td><strong>£17,807,130</strong></td>
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<tr>
<td>Water Supply</td>
<td>Health and Safety</td>
<td>158</td>
<td>£94,473</td>
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<tr>
<td>Lifts (stairlifts)</td>
<td>Health and Safety</td>
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<td>DPC</td>
<td>Health and Safety</td>
<td>133</td>
<td>£138,566</td>
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<tr>
<td>Asbestos Removal</td>
<td>Health and Safety</td>
<td>n/a</td>
<td>£2,402,000</td>
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<tr>
<td>Disabled Adaptations</td>
<td>Health and Safety</td>
<td>n/a</td>
<td>£5,008,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>£7,721,439</strong></td>
</tr>
<tr>
<td>External Buildings</td>
<td>Garages &amp; Sheds</td>
<td>717</td>
<td>£479,640</td>
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<tr>
<td>Related Assets</td>
<td>Garages &amp; Sheds</td>
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<td>£2,558,756</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>£3,036,396</strong></td>
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<tr>
<td>Insulation (Roof &amp; Cavity Wall)</td>
<td>Insulation</td>
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<td>£2,000,000</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>£2,000,000</strong></td>
</tr>
<tr>
<td>Day to Day Repairs</td>
<td>Repairs</td>
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<td>£40,500,000</td>
</tr>
<tr>
<td>Contingent</td>
<td>Repairs</td>
<td>n/a</td>
<td>£1,377,840</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>£41,877,840</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>£140,037,453</strong></td>
</tr>
</tbody>
</table>
Either need to highlight what is red (i.e., mandatory) or make the table all in one colour. Change the zero in insulation to n/a and add in sound insulation.
Breakdown of Element Groups

**Bathrooms**
Replacement and enlarging of bathrooms.

**Environment**
Boundaries, drainage, stairs/balconies, floor coverings (communal areas), hard surfaces (communal areas), fencing, ground water issues and landscaping.

**Electrics**
Full Electrical replacements and installation of additional sockets where needed.

**Health and Safety**
Smoke detectors, lifts/stair lifts, damp course, asbestos removal and disabled adaptations.

**Heating**
Renewal of heating systems and extending heating systems where necessary.

**Insulation**
Loft and cavity wall insulation.

**Kitchens**
Full replacement of kitchens and re modelling of kitchens where necessary.

**Garages and Sheds**
All necessary works to Garages and Sheds.

**Security**
Doors, windows, ground floor lockable windows, elderly door viewers, security fed multi locking, security rear doors, installation of call entry systems.

**Structural**
Chimneys, external walls, internal structures, roofs and guttering.

**Repairs**
Day to day repairs, cyclical maintenance of elements and gas servicing etc.

### Yearly Breakdown of Expenditure for the years 1-5 based the above option.

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day to Day Repairs</td>
<td>£8,375,568</td>
<td>£8,375,568</td>
<td>£8,375,568</td>
<td>£8,375,568</td>
<td>£8,375,568</td>
<td>£41,877,840</td>
</tr>
<tr>
<td>Disabled Adaptations</td>
<td>£1,000,000</td>
<td>£1,000,000</td>
<td>£1,000,000</td>
<td>£1,000,000</td>
<td>£1,000,000</td>
<td>£5,000,000</td>
</tr>
<tr>
<td>Asbestos Removal</td>
<td>£480,400</td>
<td>£480,400</td>
<td>£480,400</td>
<td>£480,400</td>
<td>£480,400</td>
<td>£2,402,000</td>
</tr>
<tr>
<td>Major Improvements</td>
<td>£18,151,523</td>
<td>£18,151,523</td>
<td>£18,151,523</td>
<td>£18,151,523</td>
<td>£18,151,523</td>
<td>£90,757,613</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>£28,007,491</strong></td>
<td><strong>£28,007,491</strong></td>
<td><strong>£28,007,491</strong></td>
<td><strong>£28,007,491</strong></td>
<td><strong>£28,007,491</strong></td>
<td><strong>£140,037,453</strong></td>
</tr>
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Section 4  Repairing Your Home

We will work further on improving our appointment and repairs reporting systems so we provide a repairs service that is straightforward and gets work done promptly and efficiently. We will improve the timeliness of repairs that you can expect to receive – and deliver repairs to these standards.

Our repairs service deals with [3000] repairs a month, with almost all urgent repairs being completed within 7 days or less, and non-urgent repairs on average taking 14 days. We know though customers tell us that you want improvements in the time taken to start repairs work after you report it.

If there is a ‘yes’ to Stock Transfer, we will build on plans already in the pipeline including: -

- Appointments being given as soon as customers contact us, including using text messaging
- Extending appointments to evenings and Saturday
- Diagnosing the repair when we are contacted, so we can ensure the repairs is dealt with at the first visit. The majority of this diagnosis will be done over the phone. In the event that we can not make a diagnosis we will send an inspector out to your property within 7 days.
- Completing communal and cyclical repairs with information from FCHO site inspections and feedback from customers on walkabouts. This includes gutter cleaning, communal light checking, painting, small minor repairs to brickwork / plumbing, footpath repairs.

We will ensure, wherever possible, that repairs are done:

- In an emergency (e.g. loss of heating in winter, or loss of hot or drinking water), where we will attend within 3 hours and make safe or complete within 24 hours.
- For urgent matters (e.g. leaking water, blocked baths or sinks), where we will come within 3 working days
- For less urgent matters (e.g. dripping taps) where we will come within 10 working days
- For 'planned repairs', which can be scheduled as part of wider work (e.g. damp course repairs, plastering, roofing repairs (if no leak), internal doors, we will come within 7 weeks
- We will provide a caretaking service to carry out small jobs quickly. For example blocked drains due to leaf fall, minor fencing / gate repairs, cleaning gullies, re-fixing ironmongery to doors.

We will also introduce a handyman service to carry out small jobs quickly at a small charge. For example replacing light bulbs, installing shelves / mirrors, fixing curtain tracks, making up flat-pack furniture.
If there is a ‘no’ to Stock Transfer, our ability to deal within repairs within our current standard will be limited due to reduced funds available. We will carry on maintaining a day to day repairs service, but the focus will have to be on emergency and very urgent repairs, meaning a likely backlog for less urgent problems. Over time there is likely to be an increased demand on day to day repairs leaving less money for planned works such as fencing, kitchens and communal repairs.
Section 5 Your Rights

We want to support all our tenants to get and maintain a tenancy and get the most out of being a FCHO tenant. We also want to protect those rights that our customers value at the moment.

We want to ensure that all of our tenants can have quiet enjoyment of their homes and live in peace with their neighbours. We want to ensure appropriate action is taken to both prevent anti-social behaviour or other breaches of tenancy and take effective action against perpetrators when it does.

We want to ensure objectives are met through;

- Ensuring that current tenants’ rights to consultation, notice and information, improve your home, have your repairs done, assign and succeed tenancies, security of tenure and to buy your home are fully protected and enhanced.
- Ensuring that new tenants will have similar rights contained within the new tenancy agreement and that the right to buy is replaced by the right to acquire.
- Drawing up a new Tenancy Agreement that secures people’s rights and responsibilities, and enforcing conditions to ensure that people take their responsibilities seriously.
- Developing improved services and responses to deal with problems of anti-social behaviour and breaches of tenancy through a new specialist Better Neighbourhoods team.
- Continuing to promote neighbourly behaviour by developing and supporting community initiatives to prevent and deal with problems of anti-social behaviour.
- Carry out New Tenant, Annual Tenancy and Tenancy Notice Visits and Inspections to customers’ homes.
- Having a clear and transparent process for allocating properties that continues to offer a wide range of choice over the home you want to move to.
- Introducing a (mandatory) New Tenant Training Course for those new tenants who have never successfully managed their own home before.
- We want to extend the options available to new customers by offering access to a greater range of homes provided through other housing associations and landlords.
- Offering a wider range of options available to people in housing need developing services such as advice and mediation services, accredited private landlord & incentives schemes, bond schemes, shared ownership and mortgage rescue schemes, equity loan schemes, financing schemes etc.
- Ensuring that people pay their rent and other charges and develop services to help people avoid debt and gain access to financial services.
- Where people are genuinely struggling to pay their rent, support them through specialist debt and money management advice.
- Rewarding tenants who abide by their tenancy conditions through a Tenant Incentives Scheme.
Take firm action against those that don’t abide by tenancy conditions or cause nuisance/anti-social behaviour.
Section 6: The rent and other charges you would pay

FCHO will remain committed to providing the best value for money services we can and keeping rents as low and affordable as possible. This will mean that in the future rents will be broadly similar to those of the Council's and will eventually be the same as the Governments "target rent levels" which all social landlords (either Council or RSL) will have to adhere to by 2017. To this end FCHO will: -

- Follow the Government Annual Guidelines on when and how much rent should increase by. FCHO will not increase rents by more than the Government recommends annually.
- Only seek to introduce new service charges where extra customer services are being proposed and by agreement with those tenants affected by these new services.

FCHO are also firmly committed to ensuring that they maximise rent and other income collection levels for the good of all tenants to ensure the best possible level of service. FCHO are also committed to reduce debts to help our customers.

To this end we will: -

- Seek to help customers maximise their incomes, plan and manage their budgets better and prevent them getting into debt in the first place.
- Establish a Financial Inclusion Team to develop training for new customers, personalised financial plans, financial advice, making referrals services to the right organisations, extending the financial services we can help offer (e.g. access to credit, credit unions, insurance schemes, easy payment options etc.)
- Deal with customer debts better when they occur and to help prevent customers seeking solutions through disreputable loan companies.
- Seek to agree new ways to incentivise customers to pay regularly and on time and to reward customer loyalty.

“Rent Guarantee” – will Government permit us to offer an additional guarantee??
Section 7: Reducing Your Energy Bills

Long version

Comparing nationally, FCHO properties are currently in the top 25% for energy efficiency. With rising fuel prices and the climate change legislation, continuing to improve the energy efficiency of Oldham homes will be a high priority.

Under decent homes, FCHO installed 5,000 new heating systems and nearly 2,500 heat meters. External insulation works were carried out to over 7,000 properties with many also receiving roof insulation. Despite this, the stock condition survey identified £5.7m of basic efficiency measures with a proposed spend of £2m in the first 5 years. A further £16m will be put towards heating and hot water systems in the same period.

Poor energy efficiency can make a home damp leading to health problems and increased fuel poverty. Cheap fuel is a thing of the past and these health issues can be exacerbated if fuel bills are high and the heating system is not effective or used properly. The funds that will be available with a stock transfer will enable us to help tenants out of fuel poverty by insulating more homes and installing the most efficient boilers.
Section 8: Strengthening Communities

EQUALITY & DIVERSITY

Since FCHO’s inception in 2002, we have worked hard to meet the housing needs and aspirations of all our tenants, create cohesive communities and eliminate disadvantage. Our Equalities and Diversity Policy lays out clearly our commitment to the varied backgrounds of our tenants.

FCHO recognises that Oldham has a higher than national average BME population (currently around 16.6%) and that this is forecast to increase to around a quarter in 2022. This is predominantly associated with the growth of Oldham’s Pakistani and Bangladeshi heritage communities and is due mainly to the relatively youthful age structures of these populations.

We also are aware that a very significant proportion of our tenants (around a third according to a 2008 survey) consider themselves to have a disability of long-term limiting illness.

WHAT WE DO IN THIS REGARD NEEDS TO BE INPUT HERE

FCHO, as a social landlord, has responsibilities beyond ‘bricks and mortar’. We are continually looking for initiatives that will improve the quality of life for our tenants, residents and leaseholders and the community in which they live, work and play.

At the lead of these initiatives is the Respect Our Community Awards (ROCA). The awards have been specifically designed by FCHO to promote community cohesion, a better understanding of BME communities in a wider context, to reduce anti social behaviour and a chance for all tenants and residents to make a difference to where they live.

The key to the success of the awards is that ideas for nurturing better neighbourhoods have to come from tenants and residents rather than from any other body. Nearly 30 cash grants have helped both personal and community development, supporting projects which range from intergenerational to youth inclusion and community cohesion. We aim to [double] the number of such grants given each year following stock transfer.

There are a variety of housing needs that have been identified by FCHO for tenants from different backgrounds and we will strengthen our support to them through the following:

(a) Encouraging and supporting families to consider different parts of Oldham

This is aimed at addressing the segregation of areas that have emerged in Oldham, and provides support to a prospective tenant by giving:
The tenant is visited and provided with regular support during the first few weeks of tenancy, and then ongoing support can be provided if necessary. **This scheme will be extended across the borough following stock transfer.**

(b) Hate crime support service

Following a report of a perceived hate crime, FCHO

- establishes contact with the Police, an other agencies such as Victims Support and OMBC as appropriate
- ensures an ASB Procedure is instigated and followed if appropriate and monitor outcomes
- ensures the prompt removal of graffiti and damage made good.
- ensures the tenant is kept informed and updated of actions taken/underway.
- considers the security of the property and whether future security measures, or even transfer to another property are required.

We would look to enhance the level of support and amount of monies available for necessary security measures following stock transfer.

(c) Good relations and community cohesion

FCHO’s tenant involvement strategy focuses on ensuring good relations and cohesions between different communities. A range of projects have been run to deliver this: one such project was the Limeside and Clarkwell Linking Project, which was awarded a national Award for Bridging Cultures (ABCs) in 2008. The awards celebrate the work of organisations across the UK that promotes intercultural dialogues. **FCHO will be looking to replicate the project in other areas following stock transfer.**

**NEEDS MORE AND IMPACT OF “NO” VOTE**

**HEALTH?**

**DELIVERING BETTER LOCAL SERVICES**

Awaiting paragraph - to be completed
HEALTH AND INEQUALITIES

**Awaiting paragraph -to be completed**

INCREASING EMPLOYMENT

**Awaiting paragraph -to be completed**

ADDITIONAL AFFORDABLE HOUSING

FCHO in partnership with the Council and HMR

Along with Housing 21, FCHO has facilitated the early re-use of refurbished bungalows encouraging tenants to downsize from their family home to a bungalow.

FCHO, through its membership of OHIP, represented on the Local Strategic Partnership.

FCHO's Chief Executive has a seat on the Safer Stronger Communities Board, which has had a focus on designing and commissioning projects to tackle crime hot spots and also to focus on making Oldham a safer and cleaner town.

On St Mary’s, FCHO implemented a substantial investment and remodelling programme, transforming the layout and estate/neighbourhood arrangements and improving potential for new private housing development.

**Hollinwood**

FCHO worked with residents and tenants to deal with the demolition of maisonettes and flats.
Devised with residents and the Council the regeneration plan which produced a high quality Decent Homes refurbishment project for the 60+ retained family homes which involved remodelling to create incurtilage car parking; new road access; secure, private garden at front and rear; sites for new private development.

Additional funding from NRF or SRB including for the local tenants and residents association centre which was used for a time for SureStart.

Sites have in part, been developed by McInerney for energy efficient, private sector homes.
FCHO is negotiating with the developer to complete the scheme for new FCHO rented homes.

**REGENERATION AT ALT AND SHOLVER**

**Where we are now?**

FCHO has played the lead role in ensuring that tenants and residents are at the centre of the plans to attract major regeneration investment into Alt and Sholver. The Alt and Sholver Partnership (ASP) Board therefore includes residents from each estate...
working alongside the main partnership agencies, Oldham Council, Housing Market Renewal and FCHO.

**What plans we currently have pre-Transfer (including timing and costs)**

1. FCHO is working with its partners to prepare for improvements in the development market. A programme of action has been agreed which will enable FCHO to act as a key development partner when economic conditions improve. The programme is being project-managed by FCHO and includes:
   - A major re-housing project to find alternative accommodation for residents from 102 flats at Sholver. This will take well into 2010, but will release an area of land which will form a crucial part of first phase re-development.
   - Detailed investigations are now planned for a number of sites, e.g. open, poorly-used land at Alt, which has been earmarked in Neighbourhood Plans for a replacement Primary School and residential development. These investigations will be supplemented by land acquisitions, which will complete preparations prior to construction of new homes.
   - *Environmental Improvements to demonstrate commitment to Alt and Sholver.* Funding has been secured and FCHO will present various options and make proposals through our local Steering Groups later this year.

2. We have just completed a Pilot Project with other agencies, such as Connexions and Job Centre Plus, to improve the employment prospects of people in Alt and Sholver. This has resulted in some people getting training opportunities and jobs. Our intention is to obtain funding to extend this work to improve the employment prospects of the wider community in each area.

3. FCHO will continue to ensure that residents are widely consulted on the future of Alt and Sholver; this includes newsletters, local events, contact with resident groups and home visits on request.

4. We will be continuing our engagement work with the local community, working with local schools and other groups on community projects. Our involvement in the Fair Share Panels for Alt and St James (funded by the Greater Manchester Community Foundation), for example, has made a key contribution to funding local community projects worth around £500,000 across both areas.

**What new plans do we anticipate post-Transfer (including timing and costs)**

FCHO will continue to be the key link with local communities in the regeneration of Alt and Sholver.

If tenants vote in favour of stock transfer, FCHO could become the lead housing association and as such, attract far greater levels of investment than will be available for other areas. Apart from investment in homes, this would include, for example, major investment in environmental issues raised by tenants at previous consultations, for example, working with tenants to improve the Millennium Land.
Our aim is to use the regeneration project to create training and employment opportunities for local people. This will include insisting on training and jobs for local people in construction, refurbishment or environmental work.

As a housing association, we would improve neighbourhood services to the estate, for example, by increasing use of external contracts where appropriate.

**The consequences of not transferring**

Alt and Sholver would receive less investment for refurbishment of homes.

However, given the resources already committed to planning the regeneration of Alt and Sholver, the Council could decide to use another housing association to proceed with the regeneration project. While any housing provider would be obliged to consult tenants on proposed changes, this could undermine the local relationships and accountability developed with tenants by FCHO staff over many years.

**Involved in Council-wide Mortgage Rescue scheme**

FCHO acting as first point of contact.

**FCHO seeking to get access to funds to bring back into use empty homes bought previously under Right to Buy. Funding hoped for from HCA.**

**What will we do alongside regeneration?**

We will continue to work closely with Oldham Council hoping and expecting to be their “first name on the team sheet” when it comes to development of new affordable housing in and around FCHO estates.

We would expect to be a lead provider on the delivery of Oldham’s affordable housing strategy, particularly with regard to the delivery of new and larger homes to rent.

We would commit to a target of completing 50 new homes for rent in the first year. All family homes at target rents subject to the provision of land from the Council and adequate funding including grant.

Subject to accessing funds, FCHO would seek to bring back into use 20 empty Council or privately owned homes by acquisition and refurbishment. We would expect these homes to be family sized homes at least of 2 or 3 bedrooms.

**Where FCHO are a key provider of new affordable housing as part of an Oldham led regeneration project, FCHO would be happy to be either owner and landlord or landlord only of new homes to rent.**

FCHO will offer to take a lead role on neighbourhood and estate management on and around regeneration projects.

We will do this on behalf of other social landlords within a neighbourhood.
FCHO would test the costs and benefit of entering the private sector leasing market to increase supply of affordable housing to rent owned by private landlords but managed by FCHO.

FCHO will work closely with tenants and residents in identified neighbourhoods where the long term sustainability of homes may be in question due to house types; concentrated levels of deprivation; high levels of crime.

We would work in concert with tenants and residents and other partner agencies to establish medium and longer term agreed regeneration plans and FCHO would be there for the long term to both develop and implement plans in accordance with funding programmes and residents priorities.

WORKING WITH OMBC

FCHO’s track record of involvement in partnership working and the development of a framework for neighbourhood management is strong

Through the Safer Stronger Communities Board, FCHO have been demonstrating the value of working with local residents on “neighbourhood quality standards” – FCHO have implemented these approaches to neighbourhood management on several estates within its portfolio and demonstrated that the approach could and should be rolled out to wider multi-tenure neighbourhoods.

On the back of this work Oldham Council has now devised a new set of arrangements for area working through District Partnerships.

FCHO are represented on the steering group for development of area working and are in the process of redesigning our own mainstream, front line service operations to match Oldham Council’s area working approach.

FCHO will, from September, have six neighbourhood teams, focused on front line estate and neighbourhood management services, primarily for FCHO tenants.

Our modernised approach to housing and estate management

Is backed up by specialist and well resourced teams to support neighbourhood working with also access to our innovative, preventative support programme through the Respect Our Community Award Scheme.

FCHO is committed to working with “Corporate Oldham”

FCHO had demonstrated its support to the wider business community through sponsorship of Business Awards and through sponsoring a production at the Coliseum.

A large proportion of our 500+ staff live locally.
A significant element of our purchasing goes to local companies – some £3.5 million in 08/09.

FCHO is also represented on regional and national organisations to ensure housing in Oldham is recognised on a wider canvas.
What we are offering

‘To transform estates into Neighbourhoods where people feel they belong and are proud to call home.’

So that neighbourhoods are safe and people feel safe we will propose major environmental improvements in conjunction with residents. That the area is clean and that there is creative use of green spaces which everyone can enjoy. The Investment plans include £6,005,000 to be allocated for environmental works over a five year period. Accountability will be given at a local level on the allocation of this investment.

Where we are now

We have created our own Neighbourhood Quality Standard (NQS) which ensures that staff working in the neighbourhoods have clear direction on what is expected and the standards they need to achieve. We know that standards can only be reached and sustained by working with partners. Each neighbourhood working towards the standard has a neighbourhood partnership that has input from external partners like Street Scene and the Police. Tenants and residents play a major part in shaping their neighbourhood through the partnership ensuring that there is accountability on all sides. Some neighbourhoods have already made progress making the changes that they want by ensuring that grass cuttings are collected each time the grass is cut.

Where we want to be after stock transfer

Every neighbourhood will have its own NQS; it will be ‘audited’ on a regular basis by the Better Neighbourhoods Team with tenants leading on this. This means that walkabouts that the Neighbourhood Teams are not aware of will take place. Findings of the walk about will help to update the neighbourhood partnership action plan. Tenants will be able to shape the way that their neighbourhood looks. Your ideas could become reality rather than a consultation exercise.

We will be able to look at alternative service providers to deliver services that are important to you and your community, making them more accountable with robust monitoring arrangements that you have a say in developing and delivering. Tenants will be involved in the tendering process for certain services by being invited to comment on the services offered in the tender.

We want to be able to provide off street parking to those who need it close to their home as we know this is a problem for some of our tenants

We will continue to promote the FCHO garden competition encouraging more tenants to take part so that neighbourhoods have the opportunity to look its best.
We want to increase the work we do with our partners around recycling particularly in the blocks. We will consult with tenants to develop sustainable solutions to recycling household waste.

We will be able to update fencing when it is needed rather than tenants having to wait an unacceptable length of time to have it replaced.

The consequences of not transferring

If there is a ‘no’ to stock transfer, coordinating and funding expansion of our work on making better neighbourhoods would be likely to drop down the priority list behind ‘core’ business such as repairing homes, collecting rents and dealing with ASB.
Section 10: Involving You in Running the Service

What are we offering

We want to give all our customers including leaseholders and (where appropriate) other residents the opportunity to have a voice, either as an individual or as part of a larger group at all levels of the business. We know by doing this our services and plans for areas and communities will be better. To do this we need to provide a whole variety of ways people can become involved in matters that affect them. Tenants would be involved in how the company is run and how its services are delivered through its tenant involvement structure.

Where are we now

We already work very closely with customers through a range of groups and activities, supported by specialist officers and funding. Customers are involved in tenants and residents groups, regular forums and estate walkabouts, inspections, surveys and governance, through the local boards and our main board.

Where we want to be after stock transfer

We want to build on existing customer involvement by working with customers and their representatives to develop a wide range of customer involvement opportunities. We have listened to what customers have said and are committed to improving the way we communicate with all our customers, so that they are informed and know how to contact us and have a say.

The Tenants Forum mission statement is:

“To ensure tenants have a voice and work closely together with First Choice Homes Oldham to deliver a modern, effective and relevant service “

Support for customer involvement

FCHO will ensure that there are clear dedicated resources and staff at both a strategic and local level. Feedback from the local level will drive the policies that are set at a strategic level. Customer involvement will be embedded throughout the whole organisation. We will work with all areas of the business to ensure that tenants are at the heart of everything we do.

Our proposals include:

Communication

- An Oldham wide newspaper will be published quarterly together with a range of local newsletters for each neighbourhood. We will set up and support an
‘Editorial Panel’ for tenants to assist with the production of high quality printed material.

- We will aim to provide information in the main community languages for those who need them and where possible provide information in different formats including DVD’s or CD’s for those who need them.

Standards

- We would work closely with tenants to develop a customer involvement ‘agreement’ that is meaningful and clearly highlights roles and responsibilities from First Choice Homes Oldham and Customers, in line with Tenant Service Authority (TSA) guidelines. We will ensure that regular reviews to monitor and change the agreement if necessary occur. The ‘agreement’ would look to improve on existing standards within the ‘Tenant and Leaseholder’ agreement and introduce more ways for individual tenants and those who don’t wish to get involved in groups to contribute to consultations and influence services.

- We will ensure that tenants have direct participation in the Neighbourhood Quality Standard so that both First Choice Homes Oldham and its contractors are held to account for service delivery and customers can influence improvements where they live such as grounds maintenance.

- We will develop a clear set of standards covering communications, including call backs, face to face contact, use of other outlets such as Dr’s surgeries, community centres and local supermarkets, leaflets and customer notice boards in sheltered schemes.

- Clear action plans will be developed following Equality Impact Assessments to enable all customers to participate, with monitoring arrangements that includes local people.

Local Involvement

- Continue with community based projects funded in partnership with local organisations and companies through Respect Our Community Awards Scheme.

- We will work in partnership with appropriate organisations to support projects that contribute to employment and healthy living such as the primary care trust and the department of works and pensions. This will ensure that we are committed to enhancing tenants lives on all levels.

- We will ensure that all tenants are involved and consulted on improvements to their homes through consulting you on repair and improvement programmes, both as individuals and through focus groups and tenant and resident associations. Choices will be given about work that would be carried out in your home and involving you in decisions about environmental improvements.
Training

- We will ensure that a range of training and development activities for customers, using both internal and external funding, is available. A training resource centre based on individual needs will be developed with guidance from the National Training Resource Centre in Cheshire. Tenants who want to be involved in governance or the management of their homes and estates will be able to access training and information that helps them carry out their roles effectively. Courses would also be developed to enhance other aspects of tenants’ lives such as education, health and financial planning which will support individuals' development and confidence.

Monitoring our services

- We will continue to establish strong local boards that are more accessible to all. We will continue to encourage local accountability and monitoring at a local level whilst working with partners to develop stronger relationships. Assessments will be undertaken with all local boards with the support of local managers and customer involvement officers to ensure that they reflect the views of everyone in the community.

- We will set up a quarterly review meeting where senior managers will attend along with tenants to check the effectiveness of customer involvement. This will provide an opportunity for tenants to monitor services and feedback on satisfaction levels with regard to customer involvement. It will also be an opportunity to assess whether the Equality Impact Assessments that have been undertaken are working.

Resources

- Dedicated specialist participation staff based in each local area with a specific budget.

- Staff throughout the organisation will have clear procedures and training to include customers and feedback to them.

- We will ensure that improvements to tenant hall facilities are part of the investment programme. These improvements will encourage more people use them as a valuable local resource centre.

Feedback

We are committed to giving tenants and leaseholders feedback on the outcomes of consultation exercises, and to using the feedback from customers in planning and reviewing its services.
The consequences of not transferring

If there is a ‘no’ to Stock Transfer, we will still consult and involve people at the current level, but it is likely that we will have sufficient fund to develop new approaches to participation that would attract more people to get involved.
Section 11: Tackling Anti-Social Behaviour and Crime

You'll know who to contact

You will know right from the start who will be dealing with the problem you have told us about. If for any reason that should change, we will make sure you know who the new contact is.

You will see your Neighbourhood Officer out and about where you live so you won’t have to arrange a formal meeting with them. In fact we can come to see you to discuss a problem, or we can arrange to meet you somewhere else if that’s what you’d prefer.

You'll know what to expect

We will publish clear information which tells you what to expect from the person dealing with your case. You will know how quickly you should expect a response. We prioritise cases depending on the severity but the maximum time you will wait for a response is five working days, for the most urgent cases we respond within one working day.

When you first talk to us about a problem we will agree an action plan with you. In the action plan we will explain what will happen next. It will say what we will do and anything we need you to do. We can also agree how often you want us to be in contact and how. You will be given a handbook with this information in.

We will also give you realistic information about the action we may be able to take. We will also have a central team who will review cases with the Neighbourhood Team if they have been open for more than three months.

You'll get support

We all have a part to play in stopping anti social behaviour and we will support you to work with us to do this. In most cases we need to build up a picture of the problem to see the best way of resolving it. We will agree with you the best way to do this.

If we ask you to complete incident diaries we will agree with you how long you need to complete them for and give you advice on filling them in.

If your problem results in legal action, we'll make sure that you get support if you decide to be a witness at Court. For example we'll arrange transport or car parking for you and stay with you at Court to make sure you feel comfortable about attending.
You'll know what we are doing

We will tell you about the action we are taking (which will usually be what we’ve agreed with you!). Our Neighbourhood officers will be equipped with all the latest information about tackling anti social behaviour and will be able to clearly explain what’s happening.

Evicting someone from their home is a major step and will only be proposed in the most serious of cases. There are lots of other things we can do such as giving someone a less secure tenancy, or extending their introductory tenancy. We will look at all the options open to us and discuss this with you.

We’ll also feed back general information about the action we have taken across your neighbourhood.

You can make a difference

The Respect Our Community Awards are already a success across neighbourhoods in Oldham. The scheme was set up to fund ideas which aim to stop or prevent anti social behaviour and to make neighbourhoods better.

We are committed to supporting the ROCA scheme into the future and helping more local people make a difference where they live.
What to Expect

1. You contact us
2. Your Neighbourhood Officer talks to you to get more details
   - We'll do this within our target timescales. We'll contact within 1 day for a category A case, 2 days for a category B case, or 5 days for a category C case
3. We agree an action plan with you which is recorded in the ASB handbook which is given to you, this includes how often you want us to contact you
4. We investigate the problem
   - We might need to talk to other neighbours or other Agencies. We'll check to make sure nothing like this has happened before. We won't reveal your identity.
5. We interview the person causing the problem
6. We confirm what we have agreed with them in writing
7. We tell you what we have agreed
8. We keep in contact with you to make sure the problem has stopped
   - This way you can let us know if things go wrong
9. If the problem hasn't stopped, we will usually need to take a more formal approach. We'll review the evidence you have collected so far with you and agree with you what to do next
   - We Stay In Contact With You & Keep You Informed
Section 12: Services for Older People and People with Disabilities

We want to extend our support to people to ensure that they can, as far as possible, live independently, and that people with specific needs such as older people and people with disabilities are given the right level of support to enable them to have the best quality of lives in their homes.

Already FCHO has a range of specialist services which enable independent living, including providing:

- A 24 hour Helpline service to 3500 customers to give them complete reassurance
- Warden services and alarms for 1200 sheltered homes to provide personal support
- Supported lodgings for over 120 vulnerable people to give more intensive help in living
- Temporary accommodation through hostels and specialist units to support homeless people
- £5m of adaptations over the last 5 years to help disabled people live more easily in their homes
- A new incentive scheme to help customers who are under-occupying their home and want to move to be able to move smaller and more suitable supported/adapted homes and thus free up family homes.

If there is a ‘yes’ to Stock Transfer, we want to expand these services further:

- Widening Warden and Helpline services to more of our customers who are not in sheltered accommodation but that are in need of this support
- Improve our use of assisted technology to allow people to live longer and independently in their own home
- Ensuring we are able to refer customers to and access the specialist support provided by other agencies to those who need a greater level of support
- Investing at least £1m a year on adapting homes for disabled people, while speeding up the assessment process through dedicated Occupational Therapists to make sure improvements can be completed quicker (a maximum of 3 months for smaller changes, and 6 months for major designs)
- Improving all our sheltered housing, meeting residents’ choice and need, to ensure it meets the new modern ‘Oldham Standard’ that all our other properties will achieve
- Introducing incentives for customers requiring adaptations but who prefer to move to already adapted properties to do so instead of adapting their existing homes
- Providing appropriate shower facilities and other adaptations to those that require them as part of the general improvement works to be carried out
- Introducing a tenant mentor scheme for volunteers to be found and trained to help support vulnerable customers in their neighbourhoods
Building up our specialist Financial Inclusion Team’ which will help people in need to reduce and deal with their debt, maximise their incomes and access employment and training

Building new homes to replace inappropriate existing homes, to meet specific needs of older, disabled or other more vulnerable customers

We will also introduce a handyman service to carry out small jobs quickly.

To improve the publicity and awareness customers have of the services we provide to vulnerable and/or older customers

If there is a ‘no’ to Stock Transfer, services will need to be rationed to meet the funding available, with expansion of Warden and Helpline services placed in doubt. Spending on aids and adaptations is also likely to be reduced along with all other home improvement schemes because of funding limits.
Section 13: Assistance for Younger and New Tenants

There have been a number of new initiatives put in place to benefit our younger customers and to help those newer tenants who may be more vulnerable to sustain their tenancy.

- **Pre-Tenancy skills training** - This training is currently being offered on a voluntary basis to all new applicants aged between 16-18, those between 18-25 who may appear ‘vulnerable’ and may need extra help and support and to those customers who have previously failed in tenancies.
  
  - The session is currently run over 1 day and includes modules on:
  - Before you leave home
  - Furnishing your Home
  - Budgeting
  - Practical living skills
  - From Offer to Sign Up
  - Rights and Responsibilities
  - Arrears and Anti-Social behaviour
  - And finally Housing Support and supported accommodation

  - The course is being run by staff from FCHO although the aim is that other agencies will become involved, Threshold have already shown an interest in helping.

- **Housing Options Interviews** - All new applicants have a re-housing interview which investigates other options available rather than re-housing, and offers advice regarding other alternatives. This also serves to identify those customers not accessing services or agencies and those who due to vulnerability may require extra support when they move into a property.

- **Offer Stage** - Enquiries are made again at this stage as to ability to afford the property and an estimate of the amount payable is given. Customers are advised of further benefits they may be eligible for and advised to contact Job Centre Plus for grants or loans to enable them to purchase furniture. A list of local charities is also made available.

- **New Tenancy Visits** - All new tenants are offered a visit within 4 weeks of signing for a tenancy. The visit helps the Neighbourhood Officer to intervene early if there are any issues particularly with rent or anti-social behaviour.
Awaiting paragraph - to be completed by OMBC
Section 15: The Proposed Tenancy Agreement

Awaiting paragraph -to be completed
(With Tenants Forum 29 June)

FIRST CHOICE HOMES OLDHAM LIMITED
ASSURED TENANCY AGREEMENT

NAME OF LANDLORD: First Choice Homes Oldham Limited

TENANCY PARTICULARS

NAME OF TENANT(S)

Rent Reference Number:

Tenancy Start Date:

Weekly Rent:

Service Charge (if this applies):

Previous Arrears:

Former Tenancy Arrears: £[ ]

In respect of your tenancy at:

Repair Recharges: £[ ]
In respect of your tenancy at: ________________________________________
by instalments of: £[ ] per week/month beginning on: [ ]
This is to be paid on top of the weekly Rent. If you do not pay this amount we may go to Court and
ask for you to be evicted from your home, seek a money judgement or have an existing money
judgement enforced. We will also seek a Court Order to charge you for the cost of taking you to
Court.

1 About this Tenancy Agreement
This tenancy agreement is a legally binding document between you as a tenant and us as
landlord. If you are a joint tenant, the term “you” refers to everyone who signs this tenancy
agreement. Each of you is jointly and individually responsible for all aspects of this tenancy
agreement including payment of Rent.
Tenants who transferred from Oldham Metropolitan Borough Council (“the Council”) to First
Choice Homes Oldham Limited are referred to as “Transferring Tenants” throughout this
tenancy agreement. “New Tenants” are those tenants who became tenants of First Choice
Homes Oldham Limited after the transfer of housing stock from the Council.
This tenancy agreement sets out our rights and responsibilities as your landlord and your
rights and responsibilities as a tenant.
This tenancy agreement makes you a tenant of First Choice Homes Oldham Limited. You
and we agree to be bound by the Tenancy Particulars and the Tenancy Conditions which
together make up this tenancy agreement.

2 External Provider of Supporting People Services
This clause only applies if you occupy sheltered housing and/or receive mobile warden
services and have a separate agreement for services from someone other than us (an
external provider) in accordance with clause 6 in Part A. This tenancy agreement is
granted to you to enable you or a member of your household to receive housing related
support services. Full details of the level and extent of support services and your obligations
(including if applicable, any obligation to pay for it) are set out in the separate agreement with
the external service provider (referred to in this tenancy agreement as the Supported Housing
Services Agreement). The provision of the service set out in the Supported Housing Services
Agreement is fundamental to this Tenancy. If the person receiving such services withdraws
from or breaches the Supported Housing Services Agreement we may take steps to end this
Tenancy on the basis that this is a breach of a tenancy condition.

3 Landlord’s Consent
Where it is stated that our written consent is required we will not refuse our consent
unreasonably.

4 Rent Card
We agree to provide you with a Rent card containing all the information required by law, such
as the weekly Rent and charges due.

5 Changes to Tenancy Agreement
5.1 We will not make any changes to Tenants Rights in this tenancy agreement (Section C:
Clauses 16 to 29) unless we both agree in writing.
5.2 We may vary the Rent (inclusive of Service Charges) as set out in Part A.
5.3 We may increase, add, alter, reduce or remove any services for which you pay a charge or
would introduce a charge as set out in Clause 5.4.
5.4 Except for Tenants Rights (Clauses 16 to 29) and changes in amounts charged for Rent we
may change this tenancy agreement by using the following procedure:
- We will serve a notice of intention to vary the tenancy agreement on each individual
  tenant. The notice will include the wording of the variation and a statement explaining the
  effect of the variation.
- We will take account of any guidance issued by the Tenant Services Authority.
- The notice will invite comments from all tenants within a reasonable time, at least
  28 days.
- We will consider any comments made by tenants before making a final decision.
- We will then give individual tenants at least 4 weeks notice before any change takes
effects.
5.5 We will not make any changes to our Responsibilities set out in Clauses 6 to 15 as Landlord
unless the law changes or we both agree in writing.

6 Changes in Law
The Tenancy Particulars and Conditions can be amended, varied, replaced or altered by laws passed in Parliament in the future.

7 What happens if you give false or incorrect information
You are in breach of this tenancy agreement if you, or someone acting on your behalf knowingly make a false statement or give incorrect information which leads to the granting of this tenancy. This includes any false or incorrect information given to the Council.

8 Address for notices sent by us to you
Where it is necessary for us to send you any notice and/or court proceedings, the notice and/or court proceedings will have been properly sent by us, either by delivering it by hand to you, leaving it at your home or by sending it to you by post at your home. A notice delivered by one of these methods will be effective either on the day that it was left at your home or the second working day after posting:-
(a) "your home" here means your last known address;
(b) where it is necessary for us to serve any notice on joint tenants the notice will have been properly served on all joint tenants if served on one or any of them separately.

9 Address for notices sent by you to us
Any notice sent by you to us under this tenancy agreement may be sent by post or delivered to:-
[Insert office address]

10 Tenancy Conditions
Your Tenancy Conditions are set out in full in the booklet given to you entitled "Tenancy Conditions". The conditions set out:-
Part A: Rent and Service Charge
Part B: Landlord Rights and Responsibilities
Part C: Tenant Rights and Responsibilities
You should read the Tenancy Particulars (this booklet) and the Tenancy Conditions before signing. Details about how you can end your tenancy are set out in Part C. If there is anything you do not understand you should ask your local Housing Manager or seek independent legal advice.

The members of my/our household who will be living in my/our home from the start of the tenancy are as follows:-
Name(s).................................................................................................................................
Age(s)....................................................................................................................................
Relationship to the tenant........................................................................................................
Tenant(s) Signatures: (1) (2)

Signed on behalf of First Choice Homes Oldham Limited:

Date

Tenant Services Authority Charter
The Tenant Services Authority Charter regulates us and their Charter for Applicants and Residents (or replacement charter) applies to us. You can get a copy of the charter from our offices.

Tenant’s Handbook
This tenancy agreement refers to the Tenants’ Handbook but the Tenant’s Handbook does not form part of the contractual terms and conditions of this agreement. This is because reference to the Tenant’s Handbook is by way of information only and is subject to change from time to time.

Charity Law
The dwelling that is the subject of this tenancy is held by us in trust for a charity and the grant of the tenancy is a disposition falling within paragraph (a) of Section 26(9) of the Charities Act 1993.

TENANCY CONDITIONS
PART A: RENT AND SERVICE CHARGE
1 PAYMENT OF RENT AND SERVICE CHARGE
1.1 You must pay your Rent inclusive of Service Charge (if any apply) and Repair Recharges when due. If you do not then we can go to Court for an order to seek a
money judgement and/or possession order. If you have difficulty paying your Rent and/or Repair Recharges you should contact us immediately.

2 SETTING YOUR RENT
2.1 We will increase the Rent on the first Monday in April since the start of your Tenancy by no more than the amount recommended in the Government's Rent Restructuring Policy (or any replacement guidance for registered housing providers) before the April Rent increase (the "First Rent Increase"). We will give you advance notice in writing of the increase.

2.2 After the First Rent Increase we may (in accordance with Sections 13 and 14 Housing Act 1988) change your Rent if we give you at least one month's notice in writing of the change. The notice will set out the new rent proposed. The Rent shall not be changed earlier than 52 weeks of the last change. The amount of any change will take account of government guidance on social housing rents or any replacement guidance for registered housing providers.

You must then pay the full amount shown in the notice unless either both we and you agree to an alternative figure or you ask a Rent Assessment Committee to set a Rent for you. This Rent will be the most we can charge from the date specified in the notice.

3 SETTING YOUR SERVICE CHARGE (IF THIS APPLIES)
3.1 We may vary the Service Charge by an amount set out in a written notice (the "Service Charge Schedule") in advance of the new Service Charge taking effect. The Service Charge Schedule will be sent to you at the same time as the notice for the change in Rent.

3.2 The Service Charge Schedule will give you our estimate of the sum we are likely to spend in providing services to you over the coming year. It will also set out the annual account and the amount (if any) in the sinking fund (if any). That will be the Service Charge we will ask you to pay for that year.

3.3 At the same time we will work out how much we have actually spent on providing services for you in the previous year. If we have overcharged you, we will reduce your Service Charge for the coming year. If we have undercharged you, we will increase your new Service Charge. An amount will also be shown as being set aside for the sinking fund.

3.4 Each year when you receive your Service Charge Schedule, you have the right, within six months of receiving it, to examine the Service Charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We will make a reasonable charge to cover the cost of any copying.

3.5 We can only ask you to pay reasonable Service Charge and the services or work we do must be of a reasonable standard. If you believe that your Service Charge is unreasonable (in terms of amount charged or standard of work) you can apply to the Leasehold Valuation Tribunal for a decision as to what is reasonable. Further details are given in the Tenants' Handbook.

3.6 We will not vary your Services Charge within 52 weeks of the last variation unless you agree otherwise.

3.7 We may establish a sinking fund to be applied to any unusually heavy cost expected to be borne by the Service Charge account in the foreseeable future.

4 REPLACING PROVISION OF EXISTING SUPPORTING PEOPLE SERVICES
Where the Administering Authority for the Supporting People Grant has carried out an independent review of the Supporting People Services provided by us and decide that they will no longer make payments of the Supporting People Grant to us we may, after consulting with you, cease to provide the Supporting People Services ourselves. We will take every reasonable step to ensure a smooth transition to enable the alternative external provider to continue to provide the Supporting People Housing Services you currently receive (where applicable). You will be required to enter into a Supported Housing Services Agreement with the new provider and the Clause entitled "external Provider of Supporting People Services" in your tenancy agreement will apply.

5 HEATING AND HOT WATER
If your heating or hot water comes from a system that heats all the building your home is in, you will pay for your heating or hot water as a Service Charge and will be set out in your Rent card.
PART B: LANDLORD RIGHTS AND RESPONSIBILITIES

6 YOUR RIGHT TO POSSESSION
We will not interfere with your right to possession of your home provided you fulfil all of your obligations under this tenancy agreement.

7 REPAIRS
7.1 We will keep the structure and exterior of your home and its installations (including communal areas in the case of flats) in a good state of repair. The structure and exterior includes:-
- Drains, gutters, sewers and external pipes (except where the drains and sewers are the responsibility of a water company, when defects will be reported to that company);
- The roof;
- Outside walls, outside doors, windowsills, window catches, sash cords, window frames, including necessary outside painting and decorating;
- Internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards, but not including internal painting and decoration;
- Chimneys, chimney stacks and annual service of solid fuel systems and flues including sweeping;
- Pathways, walkways, hallways, balconies, steps or other means of access;
- External plasterwork/rendering;
- Integral garages and stores;
- Boundary walls, gates and fences, if they exist at the start of the Tenancy or are later erected by us, adjoining footpaths, rights of way, garage access ways or any roads not maintained by the Council and owned by us; and
- Access paths, passageways and alleys owned by us.

7.2 We will keep in a good state of repair and proper working order any installation provided by us in your home for the supply of water, gas and electricity, for sanitation and for space or water heating. Installations include:-
- Basins, sinks, baths, showers, toilets, flushing systems and waste pipes, water pipes, taps (including tap washers) and stop taps;
- Electrical wiring including sockets, light fittings and switches;
- Water heaters, fireplaces, fitted fires and central heating installations and gas pipes;
- Rubbish disposal unit (where appropriate);
- Shared fire alarm systems;
- Shared door entry systems;
- Shared TV/VHF aerial system;
- Hard-wired pull cord systems; and
- Hard-wired smoke detectors (where applicable).

We are not responsible for installations which you have provided in your home unless we have agreed otherwise in writing.

For more detailed information please see the Tenants’ Handbook.

Repairs to the communal heating and hot water system may involve turning off the supply. We will give you notice beforehand where this is necessary except in an emergency where this is not possible. All reasonable steps will be taken to minimise any disruption caused.

8 TENANT DAMAGE AND FAIR WEAR AND TEAR
Where repairs are necessary because of damage caused by you, your family, lodgers and/or visitors (other than fair wear and tear) you may have to pay our reasonable costs of repair and/or replacement as a debt due under the terms of this tenancy agreement.

9 COMMUNAL AREAS
9.1 We will keep the communal entrances, halls, stairways, lifts, passageways, rubbish chutes, bin stores and any other communal areas (including their electric lighting) in repair and fit for use by you and other occupiers and visitors to your home.
9.2 Where a specific Service Charge is made as set out on page 2, we will provide a cleaning service for the communal entrances, halls, stairways, lifts and other communal areas (if any).

10 PROVISION OF INFORMATION
10.1 We will publish a summary of the rules for deciding priority in allocating housing, including transfers and exchanges.
10.2 We will publish information in line with Tenant Services Authority guidance and at least annually about tenancies, housing management performance indicators, policies, complaints procedure and details of the Independent Housing Ombudsman.

11 DISCRIMINATION
We agree not to discriminate against you or members of your household on grounds of race, ethnic origin, religion, gender, (including reassigned gender), age, disability or sexual orientation, or any other reason.

12 RIGHT TO ACCESS
We have the right to gain access to your home in the circumstances described in Clause 46 in Part C.

13 RIGHT TO FIX WIRES ETC
We have the right to:-
- erect, fit, attach, fix and maintain any wires, poles, brackets, fixtures and fittings in, over or upon your home for the purpose of supplying digital, radio and television services to any other property;
- install and maintain or improve in your home and in the communal areas cables, wires, fixtures or other equipment for provision by us of emergency alarm or security systems.
We will give you reasonable notice of our intention to carry out the works.

14 RIGHT TO APPLY FOR AN INJUNCTION
We have the right to apply for an injunction to enforce your obligations under the terms of this tenancy agreement.

15 HOW FIRST CHOICE HOMES OLDHAM LIMITED MAY END YOUR TENANCY
Grounds from Schedule 2 Housing Act 1988
15.1 We can apply to the County Court to end your tenancy on certain of the grounds from Schedule 2 of the Housing Act 1988. We will not use Grounds 1 to 6, 8 and 11 in Schedule 2 of the Housing Act 1988. Further details of what these are available on request.
15.2 If we intend to get a court order against you under Schedule 2 of the Housing Act 1988 we will give you at least four weeks’ notice in writing unless we are using grounds 12 and 14 or 14A when the notice may be less than four weeks. In extreme cases we may ask the court for permission to dispense with any notice before we start any court proceedings. An example of an extreme case is where violence or the threat of violence has occurred and is likely to recur.
15.3 The list below sets out a summary of the grounds from Schedule 2 of the Housing Act 1988 that we can use to apply for a possession order. The full texts of Grounds 7, 10, 12, 13, 14, 14A, 15, 16 and 17 would be relied upon in any court proceedings as set out in Schedule 2 of the Housing Act 1988. We will restrict our right to use Ground 9 to the circumstances set out below.

Ground 7
The tenancy has been inherited under a will or on intestacy but that person is not entitled to succeed to it.

Ground 9
Where we have offered you suitable alternative accommodation and we can show that:-
- we intend to demolish your home or restructure the building or part of the building which includes your home and we need your home empty to carry out the work; or
- your home has special features (which you do not need) for an elderly or disabled person, and we need your home for someone who needs those special features; or
- you took over the tenancy as a successor and there are too few people living in your home considering its size. This clause will not apply where the successor is a spouse or a person living with you as your husband or wife (including same sex partners) where succession leads to under occupation.

Ground 10
You have not paid the Rent you owe.

Ground 12
You have broken, or failed to keep to any of the conditions of this tenancy agreement (other than one related to payment of Rent).

Ground 13
You or anyone living with you has damaged or not looked after your home or its surroundings, or your lodger or sub-tenant has damaged your home and you have not taken all reasonable steps to evict that person from your home.

**Ground 14**
You or anyone living in or visiting your home has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person living, visiting or otherwise engaging in a lawful activity in the locality or you or anyone living in or visiting your home has used your home for an illegal or immoral purpose or been convicted of an arrestable offence in the locality of your home.

**Ground 14A**
You lived at your home as a married couple or as a couple living together as husband and wife and one partner has left because of domestic violence and we can show that the partner who has left is unlikely to return.

**Ground 15**
You or anyone living in your home has damaged any furniture provided for use under the tenancy. Your lodger or sub-tenant has caused damage to furniture provided under the tenancy and you have not taken all reasonable steps to evict that person from your home.

**Ground 16**
We let you your home because of your job and you no longer have that job.

**Ground 17**
You, or someone acting on your behalf, made a false statement to get this tenancy from us. These are the only Grounds under Schedule 2 of the Housing Act 1988 that we will use to get a court order against you. We agree that we will not use Grounds 1 to 6 (inclusive), 8 or 11 to gain possession of your home.

15.4 **Demotion Orders**
We may apply to the Court to demote your Assured Tenancy to a demoted assured shorthold tenancy under the Housing Act 1988. A Demotion Order demotes an assured tenancy to an assured shorthold tenancy for one year.

Where we apply for a Demotion Order under Section 6A of the Housing Act 1988 (as inserted by the Anti-Social Behaviour Act 2003) we will give you two weeks’ notice in writing unless it is an extreme case. In extreme cases we may ask the court for permission to dispense with any notice before we start any court proceedings.

If a Demotion Order is made you will be given written details of which terms of this tenancy still apply.

We can apply for possession of a demoted assured tenancy under Section 21 of the Housing Act 1988 if there are further breaches of the tenancy conditions. If we serve a notice of intention to seek possession of your demoted assured shorthold tenancy we will also explain your right of appeal to us.

**PART C: TENANT RIGHTS AND RESPONSIBILITIES**

**YOUR RIGHTS AS A TENANT**

16 **OCCUPATION OF YOUR HOME**

You have the following rights:

16.1 You have the right to occupy your home without interruption or interference from us except where access is required or we are entitled to possession at the end of the tenancy.

17 **SECURITY OF TENURE**

17.1 You have security of tenure as long as you live in your home as your only or principal home. We can only end the tenancy by obtaining a court order for possession as explained in Clause 17 (How First Choice Homes Oldham Limited may end your tenancy) or if Clause 20 (below) applies.

18 **IF YOUR ASSURED TENANCY ENDS**

If you stop living in your home as your only or principal home your tenancy may stop being an Assured tenancy. If your tenancy does stop being an Assured tenancy, we may end your tenancy by giving you four weeks notice in writing and obtaining a court order for possession unless you have abandoned or surrendered your home.

19 **RIGHT TO MAKE IMPROVEMENTS/ALTERATIONS**

19.1 You may apply to us to make improvements and alterations to your home (including
the garden area) as long as you get our written consent and all other necessary approvals before you carry out any work.

19.2 The type of improvements and alteration could include for example:-
• construction of a patio, hardstanding or driveway;
• erection of a pigeon loft, shed or similar outbuilding or fences;
• erection of TV and/or CB and/or amateur radio aerials or satellite dishes;
• provision of new kitchen units or bathroom suite;
• changes to layout of premises by provision or removal of walls, windows, etc.

19.3 Consent will not be unreasonably withheld but may be conditional on the following:-
• compliance with planning or building regulations;
• a requirement that the work is carried out to a standard agreed with us in advance;
• a requirement that any work related to electrical or gas apparatus systems or equipment is carried out by a suitably qualified person/contractor;
• completion of the work within a given timescale from date of commencement;
• a requirement that your home is returned to its original condition (at your expense) when you leave where this is part of our written consent;
• a requirement to pay us for any work which may be reasonably necessary if your work is not of the required standard, unsafe, unfinished or in breach of any other regulation; and
• you must ensure that you are in a position to meet and/or reimburse us for any claims that may occur as a result of exercising the right to make alterations and/or improvements. We reserve the right to claim from you any compensation which we may be obliged to pay in respect of any accident or injury which might arise from you having exercised these optional rights.

19.4 If you do not comply with all of the conditions for the work being done, we may treat this as a breach of your obligations under this tenancy agreement under Ground 12 of Schedule 2 of the Housing Act 1988.

20 RIGHT TO COMPENSATION FOR IMPROVEMENTS
If you carry out qualifying improvements to your home and then your tenancy ends, you may be entitled to some compensation towards the costs of these improvements. This will be explained further at the time you apply for consent to carry out the works. We will treat an improvement as a qualifying improvement in accordance with the Housing Corporation Circular 33/94 (and any replacement circular).

21 RIGHT TO REPAIR AND COMPENSATION
21.1 You have the right to require us to appoint a contractor ("the Second Contractor") if Qualifying Repairs are not carried out on time by the first contractor appointed by us.
21.2 You have the right to receive compensation where the Second Contractor has not carried out the Qualifying Repairs on time.
21.3 Qualifying Repairs and the level of compensation payable by us will be made in accordance with the requirements of the Housing Corporation's Circular 33/94 (and any replacement circular).

22 RIGHT TO CONSULTATION
We will consult you on any matters affecting housing management services and maintenance.

23 RIGHT TO INFORMATION
You have a right to information from us about:
• the terms of this tenancy agreement;
• our responsibilities as landlord;
• our policies and procedures;
• our policy and procedure on housing allocation and transfers;
• equal opportunities;
• our principles for fixing Rent Service Charge and Supporting People Charge;
• our performance as landlord; and
• information on arrangements for consultation.

24 RIGHT OF SUCESSION
24.1 This is the right to pass on your tenancy when you die and is dependent upon whether you are already a successor.
24.2 Definition of Successors
You are a successor already if:-
(a) you were a joint tenant and have become the sole tenant;
(b) you gained this tenancy as a result of an exchange of tenancies and you were a
successor under your original tenancy;
(c) you gained this tenancy as a result of a court order relating to matrimonial
proceedings and your spouse was a successor; or
(d) you gained this tenancy by a right to succession following the death of the previous
tenant or under the will or intestacy of the previous tenant.

24.3 Notification of Death of Tenant
The successor or potential successor(s) must notify us in writing of your death within a month
together with any details, where applicable, of any agreement reached or ongoing dispute
requiring a decision to be made.

24.4 Additional Successions
Whether or not there has already been a succession to the tenancy, we will consider
sympathetically those cases where the surviving person has been living with the deceased
tenant or has special needs. Any request made under this clause will always be subject to our
current allocations policy.

24.5 Succession on death of Joint Tenant
If you are joint tenants, the surviving joint tenant will take over the tenancy as a sole tenant on
condition that they occupied your home as their only or principal home at the time of your
death. There are no further statutory rights of succession after this.

24.6 Succession on Death of Sole Tenant
If you are a sole tenant and are not already a successor (as defined above), the following
people will have the right to succeed to this Assured tenancy on your death:
(a) your spouse or partner (including same sex partners) provided that they occupied
your home as their only or principal home at the time of your death; or
(b) if you have no surviving spouse or partner, a member of your family may succeed as
long as:
• they occupied your home as their only or principal home; and
• they lived with you throughout the period of 12 months ending with your
death;
(c) a member of your family is as defined in Section 113 of the Housing Act 1985 and
includes a tenant’s son, daughter, brother, sister, nephew, niece, grandparent, parent,
uncle, aunt and can include adopted children and step relatives.

24.7 Underoccupation/Unsuitability
If a member of your family succeeds to your tenancy and this results in your home being
underoccupied or unsuitable (for example, special adaptations installed but would no longer
be required) we will offer that person alternative accommodation. We may apply for a court
order under Ground 9 of Schedule 2 of the Housing Act 1988 in these circumstances but
would still have to provide alternative accommodation.

24.8 Disputes
(i) If there is more than one person entitled to succeed to your tenancy as your spouse
or partner (including same sex partners) they will be entitled to agree who should
succeed. In the absence of an agreement the matter should be referred to the County
Court who will decide who will succeed to the tenancy.
(ii) If more than one member of your family has a right to the tenancy they should agree
who will claim it. If they cannot agree, they should all make a claim and we will decide
to whom we will offer the tenancy. When we have decided we will tell everyone
involved the person to whom we will offer the tenancy.

25 RIGHT TO ASSIGN TO A QUALIFYING SUCCESSOR
If you are not a successor, you have the right to assign your tenancy to a person who would
qualify to succeed to the tenancy upon your death. An example of where an assignment is
used is where the tenant moves into residential care accommodation leaving a member of
your family entitled to succeed as tenant.

26 RIGHT TO EXCHANGE
26.1 You have the right to exchange this tenancy with that of another of our tenants or a
tenant of another registered housing provider or a local authority or a new town as
long as you have written consent from us beforehand. We will not refuse this unless
we have a good reason to. We will take guidance from the procedure in Schedule 3 of
the Housing Act 1985 when reaching our decision. You will also need to sign a Deed of Assignment to make the exchange lawful. We will provide the Deed of Assignment for you to complete. Any exchange carried out without our written consent and the completion of a Deed of Assignment will be in breach of this tenancy agreement and will be regarded as unlawful.

26.2 You have the right to be registered with HOMES and HOMESWAP (and any replacement scheme(s)).

27 RIGHT TO SUB-LET AND TAKE IN LODGERS
27.1 You may allow anyone to live in your home as a lodger (as long as this does not make your home overcrowded) but you must notify us in writing of the lodger’s name as soon as you can after he or she moves in.
27.2 You may sub-let part of your home but you must obtain our prior written consent to sub-let part of your home.
27.3 You must not sub-let the whole of your home. If you do sub-let the whole of your home you will lose your security of tenure.
27.4 If you are in receipt of Housing Benefit you must also give details of the lodger and/or sub-tenant to the Council.
27.5 A carer may not be considered to be a lodger unless she/he is living in your home.

28 PRESERVED RIGHT TO BUY
28.1 If (a) you are a Transferring Tenant or (b) if you have become the tenant of this property as a result of a mutual exchange from another property owned by us and you had the Preserved Right to Buy your original property; then you have or continue to have the Preserved Right to Buy this property under the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993. This right will also apply if you are a successor of the Transferring Tenant who has exchanged (but only if the Transferring Tenant was not a successor already).
28.2 You do not have the Preserved Right to Buy your home if:-
• you are not a Transferring Tenant; or
• you live in sheltered housing or other housing excluded by this legislation (full details available on request); or
• you are a Transferring Tenant who has exchanged and subsequently your tenancy has been demoted; or
• you are a successor of a Transferring Tenant who is already a successor. (This is because you would not have the right to succeed to this tenancy).
28.3 If you have the Preserved Right to Buy you may lose it if you exchange with a tenant of another landlord.

29 RIGHT TO ACQUIRE
You have the Right to Acquire your home under the Housing Act 1996, unless you live in the type of housing excluded by that legislation such as sheltered housing or other excluded housing (full details available on request).

Note: Where you have both the Preserved Right to Buy and the Right to Acquire you cannot exercise both rights at the same time.

30 TENANT RESPONSIBILITIES
You have the following responsibilities:-

30 POSSESSION
30.1 To take possession of the property when your tenancy starts and to live in the property as your only or principal home.
30.2 To tell us as soon as practicable if you will be away from your home for more than one month so that we know that you have not moved out of your home.

31 PAYMENT
31.1 To pay the Rent, Service Charge and Supporting People Charge (listed at the start of this tenancy agreement or as agreed by variation) when due (on each Monday, a week in advance).
31.2 [You will have [four] non-payment weeks during the year, we will tell you at the start of the year which weeks are “non-payment” weeks. If you have missed any Rent or Service Charge payment then the “non-payment” weeks do not apply and you must pay your Rent inclusive of Service Charge and arrears as usual during these weeks.]
31.3 To pay Repair Recharges where you are in breach of one or any of Clause 40, 42,
46, 48 and 49 or other Tenant Responsibilities set out in this tenancy agreement.
31.4 If you have a joint tenancy you are jointly and individually responsible for all the
payments due and for any arrears. This also applies to your other obligations as a
tenant. This means that if one joint tenant leaves we can recover all or any of these
amounts from the joint tenant who stays in the home or from the joint tenant who
leaves. This is because the joint tenancy continues unless a notice to quit is received
from one of the joint tenants or we have taken steps to end the tenancy.
32 ARREARS AND ADVANCE PAYMENTS
32.1 If you have made any advance Rent payments (known as credits) or have Rent (or
any other charge) arrears on your Rent account when you sign this tenancy
agreement we will:-
32.1.1 add the amount of any credit you have to your Rent account to the oldest
liability first (this is known as crediting your account); or
32.1.2 add any arrears you have to your Rent account (this is known as debiting
your account).
32.2 By signing this tenancy agreement, you are agreeing that we will treat any arrears of
Rent that you owe to the Council on your home before the date of this tenancy
agreement as current arrears owed to us. The repayment rate is as set out in your
tenancy particulars.
32.3 If you leave your present home to become our tenant in another home:-
32.3.1 we will also be entitled to use all Rent payments made on your new home
to pay off any arrears on your old home;
32.3.2 we will also be entitled to use any Rent credits you have built up on your
old home to cover the Rent of your new home; and
32.3.3 in normal circumstances, we will expect you to clear your existing Rent
account before a transfer or exchange of homes can take place.
32.4 If you have more than one outstanding charge (e.g. Repair recharges for damage
caued to your home as explained in Clause 40.1.7 below as well as Rent arrears)
you may be paid towards the oldest debt first provided that
we have told you beforehand.
33 ANTI-SOCIAL BEHAVIOUR, NUISANCE AND ANNOYANCE
33.1 You (or anyone living with you or visiting your home including children) must not:-
33.2 act in an anti social manner towards any person living in, visiting or otherwise
engaging in a lawful activity in the locality of your home. Anti-social behaviour
consists of behaviour which causes or is likely or capable of causing harassment
and/or alarm and/or distress to others.
33.3 do or incite or allow others to do anything to be done which causes or is likely to
cause or is capable of causing, a nuisance, annoyance or disturbance to any person
living in, visiting or otherwise engaging in a lawful activity in the locality of your home.
33.4 Examples of anti-social behaviour, nuisance, annoyance or disturbance include:-
• persistent or prolonged playing of loud music; arguing and door slamming; dog
barking and fouling; offensive drunkenness; selling of drugs or drug abuse; rubbish
dumping; undertaking major car repairs; using DIY tools late at night and/or in the
early hours of the morning; playing ball games close to someone else’s home;
discarding litter; throwing stones; use of air rifles; pellet guns and other projectile
devices.
34 RACIAL AND OTHER HARASSMENT
34.1 You (or anyone living with you or visiting your home or locality, including children)
must not commit or incite or allow others to commit any form of harassment on the
grounds of race, colour, religion, age, gender, (including reassigned gender), sexual
orientation, disability or other status which may interfere with the peace and comfort
of, or cause offence to, a person residing, visiting or otherwise engaging in a lawful
activity in your or their home or in the locality.
34.2 Examples of racial and other harassment include:-
• behaviour causing alarm or distress;
• language causing alarm or distress; using or threatening to use violence; using
abusive or insulting words or behaviour; damaging or threatening to damage another
person’s home or possessions; writing threatening, abusive, insulting letters or graffiti.
• Hate Crime
35 NOISE
You (or anyone living with you or visiting your home, including children) must not play or allow
to be played any radio, television, record, tape recording, compact disc, mini disc, DVD or
musical instrument or operate any other equipment so loudly that it causes or is likely to
cause a nuisance, disturbance or annoyance to neighbours or can be heard outside your
home. You are reminded that noise is likely to be a particularly sensitive issue between the
hours of 11.00 p.m. and 7.30 a.m.

The examples of anti social behaviour, nuisance, annoyance, noise, racial and other
harassment listed in paragraphs 36, 37 and 38 above are not exhaustive or exclusive.

36 DOMESTIC VIOLENCE AND ABUSE
You must not threaten, abuse or commit any act of violence against any other occupant of
your home including a joint tenant. Abuse includes physical and mental abuse.

37 FIRST CHOICE HOMES OLDHAM LIMITED EMPLOYEES, BOARD MEMBERS, AGENTS
AND CONTRACTORS
You (or anyone living with you or visiting your home, including children) must not threaten,
shout or swear at or act in an aggressive or anti-social manner or cause nuisance or
annoyance to any of our employees, Board Members, agents or contractors engaged in any
housing management related activity in your home or in the locality.

38 DRUGS AND DRUG DEALING
You (or anyone living with you or visiting your home, including children) must not use your
home, communal area or locality from which to make, cultivate, supply, sell, take or store any
drug (unless there is a lawful prescribed medical use for you or anyone living with you or
visiting your home).

39 USE OF YOUR HOME
39.1 You must:-
39.1.1 use your home as a private dwelling;
39.1.2 not overcrowd your home by allowing more people to live there than the
permitted number shown at the start of this tenancy;
39.1.3 not carry on a trade or business or allow a trade or business to be carried
on at your home without getting our written consent beforehand and any
necessary planning and other consents where required. Certain
businesses and trades will not be allowed under any circumstances; e.g.:
machine shop manufacturing, retail trade to personal callers,
woodworking and car repairs. If our consent is given and the trade or
business disturbs or causes nuisance or annoyance to your neighbours,
our consent may be withdrawn;
39.1.4 not display any business advertisement, sign or notice on your home
without getting our written consent beforehand;
39.1.5 not use your home, any shared area or the locality for any illegal,
criminal, immoral or improper purposes.

39.2 Examples of illegal or immoral purpose include but are not limited to:
storing or distributing racist or pornographic material; storing or sale of stolen goods;
supplying intoxicants to others; running a brothel; using the premises as a resort or
haven for those committing crime and/or nuisance/annoyance in the locality.

40 CARE OF YOUR HOME
40.1 You must:-
40.1.1 keep your home in a reasonably clean and tidy condition;
40.1.2 not place or allow any item(s) to be placed so as to cause an obstruction
to and from your home or any neighbouring property or land;
40.1.3 not store in your home petrol, liquid petroleum gas or similar combustible
or inflammable fuels, other than for immediate use in domestic
appliances;
40.1.4 obtain our written consent if you want to use or store any of the items
listed above in any communal area or shed or store forming part of the
building in which your home is a flat or maisonette (fuel in a tank of a
motor vehicle or lawnmower properly kept on a drive or hardstanding or
in an outbuilding is excluded from this provision);
40.1.5 if you need to use and store oxygen cylinders at your home because of a
medical condition tell your local housing office immediately and agree suitable storage arrangements;
40.1.6 not store in your home any type of firearm or firearm ammunition unless you have a permit;
40.1.7 not damage, deface or put graffiti on your home or any part of our property. You may have to pay the reasonable costs for any repair or replacement arising from any damage caused to your home or any other property by you, your family, visitors, including children or lodgers. These costs may be charged in addition to your Rent and recovered as explained in Clauses 31.3 and 32.4 above;
40.1.8 not put up any fixtures such as satellite dishes, television or radio aerials without getting our written consent beforehand and, where required, planning consent and/or building regulation approval from the Council;
40.1.9 take all reasonable steps to prevent damage to your home by fire, frost, the bursting of water pipes or the blocking of drains. The Tenants Handbook contains practical advice on how you can avoid damage of this kind;
40.1.10 not make false or malicious complaints to us about the behaviour of any other person living in or visiting within the vicinity of your home;
40.1.11 not tamper or interfere with equipment for the supply of services or other security and safety equipment.
40.2 Where deterioration of your home or any communal areas is due to the neglect or default of your lodger, sub-tenant or visitor, you are required to take whatever steps as are reasonable for the removal of the lodger, sub-tenant or visitor.
41 FURNISHED ACCOMMODATION
41.1 Where your home is furnished by us, the items listed on the Inventory attached to this agreement remain our property. You, or any other person living in or visiting your home must not:-
41.1.1 sell, rent or give away any of our furniture;
41.1.2 move any of our furniture out of the property without our written permission;
41.1.3 deliberately damage or vandalise our furniture.
41.2 If you are in breach of Clause 41.1, we may ask the Court for permission to evict you. We will seek an order for the Court costs for any Court action taken and/or ask the Court for you to pay us compensation for the furniture.
41.3 You must allow us access to your home to inspect our furniture. We will give you 48 hours notice of any inspection.
41.4 You are responsible for repairing any damage to our furniture which you or any other person living in or visiting your home causes (other than fair wear and tear).
41.5 When you move out of the home you must leave our furniture in the property in a reasonable condition. We will inspect the furniture and you may be charged for any broken or damaged items where you or a member of your family or visitor are responsible (other than fair wear and tear).
42 INTERNAL DECORATION AND REPAIRS
42.1 You must notify us promptly of any disrepair in your home or the communal areas.
42.2 You must decorate all internal parts of your home as often as is necessary to keep them in reasonable decorative order.
42.3 You must pay the total reasonable costs of any works of repair or replacement arising from any damage to your home (other than fair wear and tear) caused or permitted by you, your family, your pets, lodgers or visitors, including children.
42.4 You are responsible for the following:-
42.4.1 all electrical fittings and appliances supplied by you such as cookers, washing machines, fridges, door bells, light bulbs, fluorescent tubes, fuses, smoke detectors (including replacement batteries);
42.4.2 all gas appliances installed by you except gas fire(s) where we have agreed in writing to take all the repair and maintenance following agreed improvement works;
42.4.3 WC seats, covers, hinges, chains and handles, plugs and chains to baths, basins and sinks;
42.4.4 loss of keys and the costs of gaining access, including the replacement of locks and keys;
42.4.5 all cracked or broken glass where this is as a result of the negligent or careless acts of you, your family and/or visitors;
42.4.6 items such as curtain rails, hat/coat hooks, blinds, shelves, clothes lines, minor plaster cracks and any structure or fitting not installed by us (or the Council before Transfer). (NB clothes lines/dryers provided by us in some communal areas will remain our responsibility).
42.5 You are responsible for repairing or renewing any items associated with extensions or alterations carried out by yourself which have been approved by us in writing.
42.6 If any unauthorised alterations or improvements are undertaken you are liable to return your home to its original condition prior to such alterations or improvements. The costs of doing so will be your responsibility and if you do not carry out the work yourself, we may do so and recover the costs from you.

43 ACCESS
43.1 You must allow us, or anyone working for us, including contractors and utility companies acting on our behalf, reasonable access to all parts of your home. Access will usually be during the daytime, on production of appropriate proof of identity, to inspect the condition of your home or carry out repairs or other works to your home or adjoining property. We will normally give you a minimum of 24 hours notice that we need access, but we may need immediate access in an emergency.
43.2 You must not obstruct access to your home, either directly (for instance by refusing consent to enter or by cancelling appointments) or indirectly (for instance by accumulation of furniture, personal effects, stored items or unhygienic conditions).
43.3 The need for access applies to inspections, repairs and other works to the installations in your home, such as gas, electricity and water and professional treatment to remove infestations.
43.4 We have a statutory duty to inspect the gas installations and to carry out an annual service of solid fuel systems. Failure to allow access for servicing of gas installations and/or solid fuel systems shall result in court proceedings against you to obtain access. We will ask the Court to make you responsible for the costs of court proceedings if you deny or obstruct access unreasonably.

44 INSURANCE
44.1 We are responsible for maintaining the structure of your home in respect of loss or damage suffered from insured risks such as fire, flood, gas explosion, etc.
44.2 Our buildings insurance does not cover replacing tenants' furniture, carpets, personal belongings or internal redecoration, etc.
You are strongly advised to take out your own contents insurance cover. Please ask for the Housing Information Pack.

45 RUBBISH AND UNWANTED ITEMS
45.1 You must dispose of rubbish, safely and securely wrapped, in the chute, bin chamber or dustbins provided. For items that are too large for the chute, dustbin or chamber, you should contact the Council to arrange for their removal.
45.2 You must dispose of hazardous items such as glass, asbestos or medical products (such as hypodermic syringes or medication) safely, and to contact us for advice if necessary.
45.3 You must not dump rubbish or unwanted items elsewhere in the block, communal area or in the locality.
45.4 You must not throw any item (including food stuffs) out of the window of your home.

46 INFESTATION
46.1 You must take reasonable steps to avoid doing anything which encourages an infestation of insects, pests or vermin in either your home or communal areas. Throwing scraps of food out of the window or on the property can lead to infestations and must be avoided.
46.2 Where an infestation arises as a direct result of you failing to take reasonable steps we may charge you the reasonable costs for special cleaning and any necessary additional professional treatment.

47 COMMUNAL AREAS
47.1 This clause applies if you share any communal areas with other residents. You must:-
47.1.1 keep all the communal areas clean except where we provide a cleaning service and for which a charge is included within the Service Charge as set out on page 2 of this tenancy agreement (or as agreed by variation);
47.1.2 not keep any cars, mopeds or motorcycles or associated parts in any communal entrance halls or landings (tenants or members of their household who have a motorised wheelchair or scooter may be given permission where there is no other place for storage/parking);
47.1.3 keep them free from obstruction, rubbish and defacement;
47.1.4 keep noise in communal areas to a reasonable level to avoid causing a nuisance to others;
47.1.5 not drive or allow your lodger(s) or visitor(s) to drive across or damage footpaths or grassed areas or verges;
47.1.6 not jam open doors in communal areas; and
47.1.7 not let strangers in without identification.

48 GARDEN
48.1 You must:-
48.1.1 maintain any garden which is part of your home in a reasonable and tidy condition. You should not store unwanted bulky items in your garden such as settees, chairs, cookers, fridges, carpets, mattresses, cars or washing machines. These examples are not exclusive or exhaustive;
48.1.2 not plant or cultivate any trees, hedges or bushes that may cause damage, nuisance or obstruction to your neighbours. You agree to take responsibility for removing them if they do;
48.1.3 not cut down, damage or remove any tree or hedge (excluding pruning) at your home without getting our written consent beforehand;
48.1.4 not encroach on any property which has not been let to you. You must report promptly any encroachment or attempted encroachment on the boundaries of your home.
48.2 If your garden is overgrown or contains excessive rubbish (and there is no good reason why you cannot do the work yourself) we may, after writing to you first, clear it and charge you the reasonable costs in doing so. If you are elderly or disabled and either live alone or have no one living with you who could reasonably be expected to assist you in the garden you should contact us. [We will, subject to capacity, provide a basic maintenance and tidy up service to tenants who meet the qualifying criteria outlined above.] [FCHO to confirm]

49 FENCING
49.1 You must:-
49.1.1 maintain the fencing which is erected by you and is your responsibility to a reasonable standard; and
49.1.2 not erect walls or fences or alter, move or interfere with existing boundary features without getting our written consent beforehand. If you break this condition we may, after writing to you first, require you to return the boundary to its original state or we may do the work ourselves and charge you the reasonable costs to do so.

If you live in an area classed as an open plan estate you must not erect fencing or any form of structure or extension at the front of your home unless you have first obtained our consent in writing.

For more detailed information please see the Tenants Handbook.

50 PETS AND ANIMALS
50.1 You, your friends and relatives and any other person living in or visiting your home (including children) must not do the following:
50.1.1 Keep any animal, which we feel is unsuitable. If you are not sure whether an animal is suitable, please ask your Housing Officer;
50.1.2 Keep a dog in a flat or maisonette with a shared entrance (unless it is a registered guide dog for a blind person or a registered hearing dog for a deaf person);
50.1.3 Breed any animals or birds at the property;
50.1.4 Allow any animal you keep at the property to cause a nuisance to anyone in the local area, including our employees;
50.1.5 Allow your animals to foul in the shared areas of the property or on roads or footpaths or in play areas in the local area. You must remove and dispose of faeces hygienically; and/or
50.1.6 Keep livestock, such as horses, donkeys, goats, pigs, cattle, ducks, geese and chickens at your home.
50.2 If you live in a flat or maisonette with a shared entrance and your tenancy started before 31 January 1998, and you have a dog, you can keep it at the property. You cannot get another dog after 31 January 1998 unless it is a registered guide dog for a blind person or a registered hearing dog for a deaf person. Shared entrances include entrances to first-floor cottage flats, first-floor walk-up flats, maisonettes, multi-storey flats, first-floor and share-deck access flats.
50.3 You may not keep more than two dogs if you live in a house.
50.4 If you live in a house, you can keep pigeons in a pigeon loft. You must get our written permission to build a pigeon loft. If we give our permission, we may set conditions that you must keep to. If you do not meet the conditions, we will take away our permission. We may also withdraw our permission if the pigeons cause a nuisance.
50.5 If your animal causes a nuisance, we will ask you to remove it from your home.
51 PARKING
51.1 You must not park on your garden without having:-
- an approved hard standing; and/or
- approved access or pavement crossing.
Approval means consent from us and the Highway Authority and planning consent from the Council (where required).
51.2 You must not use car parks (provided by us) for a purpose such as storage of dilapidated and/or illegal vehicles.
51.3 You, members of your household or visitors must remove any motor vehicle or caravan causing or likely to cause a nuisance or annoyance to neighbours.
51.4 Obstruction of the highway is an offence. You must not park in such a way as to cause an obstruction to the emergency services.
52 REPAIR OF VEHICLES
52.1 You must not carry out repairs to any motor vehicle at your home except minor routine repairs to your motor vehicle and vehicles belonging to members of your household.
52.2 Where such minor repairs are carried out, you must:-
- carry out the repairs on the driveway of your home or in the garage if you have one;
- not cause excessive noise, dust or spillage;
- not cause, or likely to cause, a nuisance, annoyance or disturbance to your neighbours, visitors or any other person engaged in a lawful activity within the locality;
- not carry out the repairs in such a manner so as to create, or likely to create, a danger to your neighbours, visitors or any other person engaged in a lawful activity within the locality.
53 MATRIMONIAL AND OTHER COURT PROCEEDINGS
You must tell us the outcome of any legal proceedings which results in a court order affecting your tenancy or rights of occupation.
54 ASSIGNMENT, EXCHANGE, SUB-LETTING AND LODGERS
54.1 You must not assign, exchange, sub-let or part with possession of any part of your home without getting our written consent beforehand. If consent is given, it may be subject to conditions.
54.2 You may allow anyone to live in your home as a lodger (as long as this does not make your home overcrowded) but you must notify us in writing of the lodger's name as soon as you can after he or she moves in. If you are in receipt of Housing Benefit you must also give details of the lodger to the Council.
55 HOW YOU MAY END THE TENANCY AND MOVE OUT
55.1 If you wish to end your tenancy, you must give us a minimum of 28 days notice in writing to end on a Sunday. If you change your mind you must formally withdraw your notice in writing before the original notice takes effect.
55.2 If you are joint tenants, any one of you can end the tenancy and we will decide if any of the other joint tenants can be granted a new tenancy and stay in the home.
55.3 You must give us vacant possession of your home and remove all furniture, personal possessions and rubbish and return all the keys by midday on the Monday after your notice to quit has ended.

55.4 If you have installed any fixtures, you must not remove them when the tenancy ends. We may compensate you for certain fixtures — see Your Right to Compensation for Improvements.

55.5 If there is an item you wish to take with you, then you should obtain our consent in writing before you remove it. If you remove any of our fixtures, you will be charged the reasonable cost of them being replaced.

55.6 You must leave your home in reasonable decorative order and in a clean and hygienic condition. You will be required to pay the reasonable costs for repair or replacement if damage has been caused deliberately or by your own neglect or that of anyone living with you or visiting you (including children). You will not have to pay for normal wear and tear.

**Note:** We would ask that you allow access to prospective tenants and our staff to view your home in the final 28 days of your tenancy.

**Note:** We accept no responsibility for anything you leave at your home at the end of the tenancy. If any items are found in your home after you leave, we will assume that you no longer wish to keep them, they will be removed and you may be charged a reasonable amount for the cost of removal and disposal.