

WREN HOUSING GROUP

SPECIFICATION FOR THE PRIVATE SECTOR LEASING SCHEME (Agent Managed) & PRIVATE LEASED ANNEXE SCHEME

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1. Introduction

2. All Local Authorities have a statutory duty under the Housing Act 1996 Part VII, (as amended by the Homelessness Act 2002) where the main homeless duty is owed to secure the accommodation is available for occupation by the applicant.
3. Local Authorities also have additional statutory powers to provide help and assistance to other categories of people.
4. The London Boroughs of Waltham Forest, Redbridge, Enfield and Newham have collaborated in a procurement initiative as WREN Housing Solutions in order to provide an on line portal to procure Private Sector Leased (PSL) accommodation on an ad hoc basis on behalf of homeless households and others to whom it has powers to assist in accordance with the procedure outlined below.
 - 4.1. This schedule therefore sets out the specification for the Council's Private Sector Leasing Scheme
 - 4.2. This Specification forms schedule 4 of the Agreement between the Council and the Provider.

Definitions The terms **Provider** and **Service User** shall have the same meaning as that defined in the Agreement.

- 1.1 **Dynamic Purchasing System (DPS)**, otherwise referred to as **adamhousing.co.uk** is the procurement system made available to WREN by the technology provider *adam* HTT Ltd (or any other website notified to WREN by the technology provider from time to time)
- 1.2 **WREN** will mean the London Boroughs of Waltham Forest, Redbridge, Enfield and Newham working in partnership.
- 1.3 **The Authorised Officer (AO)** and the **Provider's Representative (PR)** shall have the same meaning as that defined in the Agreement.
- 1.4 Home shall have the same meaning as set out in the Agreement
- 1.5 **Temporary Accommodation Team** shall mean the team responsible in each of the partnering Boroughs for providing alternative housing solutions to homeless households including those households whose homeless applications are being assessed.
- 1.6 **Property** shall mean a unit of PSL Accommodation.
- 1.7 **Service User** means either a homelessness applicant or other person to whom WREN assist with accommodation pursuant to either a statutory power or obligation
- 1.8 **Minimum Property Standards** are the standards that all accommodation shall meet as specified within this schedule.
- 1.9 **Host Borough** shall mean the Borough in which the accommodation is located.

3. Property Standards

- 3.1. Set out at Appendix 1 are the minimum property standards Homes shall meet before they can be accepted for the Scheme (the **Minimum Property Standards**). If Providers are unsure about whether a property is suitable for the Scheme, they shall consult the AO before taking the property on.

4. Notifications (MATRIX)

The process of making a property available to the Council will be as set out in the Provider Entry Guide or as otherwise advised by the Council.

In practice this will mean that the Provider will make their properties available via adamhousing.co.uk. These will then be visible to the four boroughs in adamhousing.co.uk. Should the council decide to enter into a contract for the property, a confirmation notification will be sent to the Provider. A list of all Homes that have been notified to the AO that do not yet have a signed up Service User will be visible on adamhousing.co.uk.

5. Certificates/Approvals

- 5.1. The AO shall receive a copy of the electrical safety certificate, Energy Performance Certificate and the Gas Safe certificate before the Home is accepted. Certificates shall be unqualified with no recommendations for any further work being needed or suggested.
- 5.2. All Homes accepted for the Scheme shall have suitable buildings insurance and the AO shall receive a copy of this insurance before a Home is accepted.
- 5.3. Proof of planning permission and building control approval shall be provided on request to the AO for Homes which are flats in converted buildings or houses with loft or other extensions before the Home is accepted for the Scheme.
- 5.4. Proof that the beneficial owner of the Home is able to enter into an agreement with the Provider who is also properly empowered to enter into a Property Agreement with the Council shall be provided on request to the AO before the Home is accepted.
- 5.5. Photographs shall also be taken of each Home and made available by the Provider on request to the AO.
- 5.6. The Councils shall require confirmation that the address is registered for the payment of council tax for all Homes prior to approval.
- 5.7. Providers shall be prepared to have all of their potential Homes for the Private Sector Leasing scheme inspected and approved by the AO before they can be accepted as ready for letting. Providers shall cooperate in arranging prompt inspection appointments for any Home selected by the AO for inspection. Any works requested by the AO shall be satisfactorily completed before the Home can be deemed ready for letting.
- 5.8. The AO shall arrange to have a Service User allocated to the Home.

- 5.9. The AO shall contact the allocated Service User to advise of the offer and the prospective tenant must visit the Council and sign a non-secure tenancy agreement. A copy of the non-secure tenancy agreement to be entered into by the Council and the Service User is attached at appendix 3 (the Tenancy Agreement).
- 5.10. After the Tenancy Agreement is signed, the Service User will provide the Provider with a copy of the Tenancy Agreement. The Provider shall issue keys to the Home to the Service User as well as the welcome pack as described in section 9 below. The Service User must sign a receipt for the keys, which the Provider shall keep on file. Providers shall keep Home and Service User records for at least 6 years after a Service User has moved out of a Home, in case of any future disputes.
- 5.11. If a Home has been notified to the AO as ready for letting and is subsequently found not to be ready, for any reason, then a revised Ready to Let Date shall be notified to the AO before the Home can be accepted for the Scheme. No payment shall be made until the Home is actually ready for letting. The AO will keep a record of any Homes that have been found to be not ready after the Ready for Letting Notification has been received.
- 5.12. Every Monday, Providers shall complete and forward to the AO a weekly list of any Homes that have been notified to the AO that do not yet have a signed up Service User. This is to help ensure that Service Users are matched to all available Homes as soon as possible. A model Weekly List Of Properties Ready to Let Form can be found at Appendix 4 for this purpose.]
- 5.13. The Provider shall make available all the documents set out in section 6 to the AO before a Home will be approved for letting.

6. For Waltham Forest, Redbridge and Newham only

6.1. Lease Agreements and Management Agreements

6.1.1. Appendix 25 contains the Template Lease Agreement and Appendix 26 contains the Template Management Agreement between the Council and the Provider. The Provider shall draw up lease and management agreements for each new Home in the forms attached at appendix 25 (the **Lease**) and appendix 26 (the **Management Agreement**) respectively.

6.1.2. As soon as a new Home is accepted for the Scheme, the Provider shall forward two signed copies of each of the Lease and the Management Agreement to the Council. The start date of the Lease shall be the Ready to Let Date. The AO shall arrange for the Lease and the Management Agreement to be signed by the Council. One copy of each of the Lease and the Management Agreement (the 'counterparts') shall be returned to the Provider.

6.2. For Enfield only

6.2.1. **Private Leased Annexe Licence Agreement** (Appendix 25)

7. Information to be provided to Tenants

Each Provider shall provide the following information to the Service User when the occupancy agreement commences in a welcome pack (the **Welcome Pack**):

- The Provider's name and address.

- The name and contact details of the Service User's Housing Officer.
- Contact details for repairs and maintenance (including the emergency repairs service).
- Responsibilities of the Provider.
- Responsibilities of the Service User.
- The Provider's Complaints Procedure (as defined in section 15).
- Location map of the Provider's offices.

8. Repairs Performance

- 8.1. Repairs shall be carried out quickly and without undue inconvenience to the Service User.
- 8.2. The Service User shall be informed fully of the repairs reporting procedure and repairs priorities in the Welcome Pack.
- 8.3. Providers shall draw up a repair's procedure in accordance with and to comply with this section 10
- 8.4. Providers are responsible for ensuring that repairs and maintenance to Homes are carried out within the time scales required by this section 10. They shall operate an effective, 24 hours a day, repairs reporting service for Service Users, 365 days a year. Repairs shall be carried out quickly and to a high standard which minimises inconvenience to Service Users. Service Users shall be informed fully about the Repairs Procedure and the timescale for any work scheduled, including an expected completion date.
- 8.5. A Repairs Procedure shall contain the following elements:
 - It should deal with logging, prioritising and the carrying out of repairs,
 - The Service User should be aware of the Provider's repairs reporting procedure and the Provider's repairs policy, all repairs shall be allocated a reference number which shall be given to the Service User,
 - Repairs shall be prioritised in accordance with the Provider's repairs priority procedure and the repairs priority list set out at appendix 5 (the **Repairs Priority List**),
 - Service Users shall be told when the repairs will be carried out and if more than one call is required,
 - Service Users shall be given as full a timetable and explanation as possible,
 - Service Users shall be informed of any delays and given new appointment times,
 - Appointments shall be made for all repair calls,
 - The Provider shall contact the Service User after the completion of every repair to confirm that the work has been completed to the satisfaction of the Service User. A note of every contact shall be placed on the Service User's file. If the repair has not been completed to the Service User's satisfaction the Provider shall make appropriate arrangements to do this and/or note on the file where the Provider does not agree with the Service User's view.
 - A repair reported by the AO shall be notified to the AO on completion, and

- Service Employees shall carry identification and authorisation from the Provider. Service Employees/Providers shall never enter the property when a child is home alone without an adult being present (see section 25 Child Protection below).

8.6. Repairs shall be classed into 3 categories as follows:

Priority A (Emergency) Repairs:

- 8.7. Priority A Repairs (as defined in the Repairs Priority List) shall be made safe **within 2 hours and completed within 24 hours**.
- 8.8. Procedures shall be put in place by the Provider to carry out Priority A Repairs that may occur outside normal working hours, on weekends or on public holidays.
- 8.9. If an emergency arises outside normal working hours the Provider shall ensure that appropriate repairs are carried out in line with health and safety standards.

Priority B Repairs:

- 8.10. Priority B Repairs (as defined in the Repairs Priority List) shall be completed within 5 working days.

Priority C Repairs:

- 8.11. Priority C Repairs (as defined in the **Repairs Priority List**) shall be completed within 28 working days.
- 8.12. The Repairs Priority List is not intended to be exhaustive and should be used as a guide for repairs not listed.
- 8.13. Providers shall ensure that their Repairs Procedure meets the required time scales set out above. Providers shall have appropriate default repair arrangements where landlords fail to meet their repairing obligations. Providers shall ensure that works are done within the required timescales set out above, regardless of whether a landlord is co-operating with the repairs process or not.
- 8.14. Providers may charge Service Users for the cost of repairs caused by Service User damage (i.e. not by normal wear and tear) however they shall still undertake repairs in such circumstances. If damage by vandals has been reported to the police and there is no evidence to suggest that the damage was caused by the Service User, their family or a visitor to their home, the Provider shall accept responsibility for the repairs, once they have been given the crime reference number issued by the police.

9. Tenant Misbehaviour

- 9.1. Where a complaint is made about a Service User's behaviour or the behaviour of a member of the Service User's household or a visitor to the Service User's household, the Provider shall follow the process set out below.
- 9.2. Once a complaint has been received, the Provider shall investigate the circumstances and establish the facts. The investigation shall include an interview with the Service User and, if possible, the complainant. This shall allow both parties an opportunity to discuss the complaint and to offer any explanations for the subject of the complaint. A written record shall be kept of the interview and kept on the Service User's file along with any supporting evidence relating to the complaint.

- 9.3. If the complaint is upheld, the Provider shall warn the Service User, in writing, that, if they continue to breach the conditions contained in their Tenancy Agreement, they may be evicted and may not be re-housed by the Council (the **First Warning Letter**). If the problem appears to stem from drug or alcohol abuse or inability to manage anger or mental health issues etc, the Provider shall approach the AO to see if tenancy sustainment support is appropriate.
- 9.4. If a further serious, substantiated complaint is made about the behaviour of the Service User or their household or visitors, the Provider shall write another letter stating that a Notice To Quit is to be served (the **Second Warning Letter**). The letter shall also warn the Service User that they may not be eligible for further housing by the Council if they are deemed to have made themselves intentionally homeless as a consequence of their behaviour.
- 9.5. Model First and Second Warning Letters to tenants are set out in Appendix 6 (i) and 6 (ii).

10. Complaints

- 10.1. Providers shall have a complaints procedure for both Service Users and other third parties.
- 10.2. Complaints Procedures shall provide for:
 - The logging of every complaint,
 - The acknowledgement of receipt of a complaint in writing together with a copy of the Provider's Complaints Procedure,
 - The intended action by the Provider,
 - The name of the designated person to deal with the complaint on behalf of the Provider,
 - The date for completion, response or explanation,
 - The Council being informed of complaints if they show any persistent pattern of behaviour, and
 - Complaints being monitored analysed and reported periodically to the Council.

Tenant Complaints

- 10.3. The first point of contact for Service Users shall normally be the Provider, who shall be given a reasonable opportunity to resolve the complaint before the Council becomes involved.
- 10.4. The complaint shall be dealt with in accordance with the approved Complaints Procedure of the Provider.
- 10.5. If a Service User considers that their complaint has not been dealt with satisfactorily by the Provider, the Service User may approach the AO. Providers shall fully cooperate with any consequent complaint's investigation carried out by the Council. If a Service User is awarded compensation as a result of a complaint about a matter that is the responsibility of the Provider, the Provider shall reimburse the Council the full cost of the compensation. Providers shall be aware that if a Service User is unhappy with the

Council's investigation of a complaint, they have a subsequent right to appeal to the Local Government Ombudsman. The Provider shall cooperate fully with any investigation by the Ombudsman.

Landlord Complaints

10.6. All landlord complaints shall be made to the Provider, with whom they have a contractual arrangement. The Council will not intervene in contractual disputes between a landlord and a Provider.

11. Property Inspections by Providers

11.1. The Provider shall inspect each Home at least **once quarterly** where the Council and the Provider are satisfied that the tenant is settled and is compliant with the terms of the tenancy agreement. At the AO's discretion, more frequent inspections may be required e.g. where there are concerns about occupation or behaviour.

Although the following items shall be checked, this should not be regarded as an exhaustive list:

Service User

Who is living in the Home?

Are there any changes in the Service User's circumstances/household?

Welfare of the Service User – do they have any problems/concerns?

The Home

Health and Safety issues e.g. are smoke alarms functioning?

General repairs – any outstanding repairs/maintenance issues to action?

Common areas – any outstanding issues in respect of lighting, cleanliness, gardens, rubbish disposal etc. that need to be actioned?

11.2. At the end of each inspection, the Service User shall be asked to sign the inspection form and shall be asked if they have any observations or comments that they want to be recorded. The inspecting officer shall also sign and date the inspection form.

11.3. Inspection visits shall be made at pre-arranged times. Providers shall not enter Homes without the permission of the Service User other than as set out below. Providers shall always carry and show to Service Users appropriate photographic identification when visiting a Service User's Home.

11.4. If a Service User is not in at a pre-arranged inspection time, then a card or letter shall be left asking the Service User to make contact and a further visit shall be arranged as soon as possible. If the Service User does not make contact within seven days or is again not in at the time of the re-arranged inspection, the Provider shall write to the Service User advising them to contact the Provider within seven days. The letter shall remind the Service User of their obligations under the Tenancy Agreement to use and occupy the Home as their only or main Home, to tell the Provider if they are going to be away from home for more than two weeks and to allow the Provider access to their Home for the purposes of inspection. The letter shall state that, if there is no reply within a further seven days of the date of the letter, the Provider will assume that the Service User is no longer living at the home and will be deemed to have surrendered their tenancy.

- 11.5. If there is still no response, the Provider shall try and establish the whereabouts of the Service User. They shall visit neighbours and ask them if anyone is in occupation and when they last saw the Service User or members of their household, the results of which should be notified to the AO. Checks shall be made to see if the Service User has a social worker or probation officer that may know their whereabouts. Checks shall be made with service providers, such as gas or electricity suppliers, to see if such services are being used at the home.
- 11.6. In consultation with the AO If it appears that the Service User and everyone else living with them have stopped living at the home, and the Service User has therefore surrendered their Tenancy Agreement, the Provider shall attempt to gain access to the home. If this course of action is deemed necessary, Providers shall ensure that at least two officers visit the home together and that digital pictures are taken of the inside of the home and any belongings found there. If a Service User's belongings are removed from a home, they shall be stored and an inventory including photographic records made of them. The inventory shall note any damage or defects to any goods. The inventory shall be signed and dated by the Provider.
- 11.7. If it appears that the Service User, or someone else, may still be occupying the home, for example if it is fully furnished and there is sign of recent occupation such as food in the fridge, the Provider shall leave the home immediately. The Provider shall liaise with the AO as to whether a Notice to Quit shall be served on the Service User for any breaches of the Tenancy Agreement, such as the failure to allow access and/or the failure to notify the Provider that they were going to be away for more than two weeks, etc, depending on the circumstances.
- 11.8. If a home is re-possessed without the tenancy agreement having been brought to an end and without a court order it could result in a prosecution for unlawful eviction and/or a claim for damages for trespass. Therefore, homes shall be re-possessed only after careful consideration and consultation with the AO.

12. Performance Reporting and Monitoring

Each Provider shall submit a Quarterly Performance Report to the Council, in a form prescribed by the AO (the **Quarterly Performance Report**). Completed reports shall be submitted to the AO at the end of each of the quarters of the financial year (i.e. Quarter 1 April to June, Quarter 2 July to September, Quarter 3 October to December, Quarter 4 January to March). Appendix 8 contains the Model Template For Quarterly Performance Reporting setting out how this information shall be presented. The model template may be changed from time to time by the AO following consultation with the Provider. In any case of dispute the decision of the AO shall be final.

12.1. Property Profile Audit

Annually (or at such other interval as the AO shall decide) the AO shall visit the Provider's offices to audit a random sample of homes (the Property Profile Audit). The Provider shall make available to the AO for the purpose of such an audit all relevant home files and other documentation in relation to those homes audited, which shall be chosen at random by the AO and an audit may involve visits to the homes concerned with or without prior notice to the Provider.

12.2. Performance Review Meetings

Annually (or at such other interval as the AO shall decide) performance review meetings shall be held between the AO and the Provider (the Performance Review Meetings). The standing agenda items each meeting shall be the Quarterly Performance Report, the Property Profile

Audit, Anti-Social behaviour incidents and any performance failure the AO deems to have arisen during the period or which need to be brought forward from previous reviews. Further items shall be added to the agenda at the request of either party.

A Model Performance Review Meeting Agenda is attached at Appendix 9. This may be altered following consultation with the Provider in the absolute discretion of the AO.

12.3. Performance Failure

The Council will deal with performance failure at the Performance Review Meeting where any matter relevant to the Agreement shall be raised by either party, and/or under the provisions of clauses 14 and 15 of the Agreement.

If the provisions of clauses 14 and 15 of the Agreement are invoked at any time, the parties shall first meet within 10 working days of any dispute notified by one party to the other party (or such shorter period as may be appropriate in the circumstances of the dispute) under the provisions of clause 14 of the Agreement.

If the matter is not resolved to the satisfaction of the AO, it shall then be dealt with under the provisions of clause 15 of the Agreement.

13. Pets

13.1. The Council shall require Providers to ensure that Service Users are able to have pets in their Homes wherever practicable. Consent to the keeping of pets shall not be unreasonably withheld. If the Provider deems that a Home is unsuitable for pets this shall be brought to the attention of the AO prior to the Home being accepted for the Scheme. The AO shall have the right to reject the Home in his absolute discretion.

13.2. Service Users are responsible for their pets and are liable for any damage caused by them. If a pet is damaging a Home or creating a nuisance then the Provider shall interview the Service User and warn them to control their pet. Subsequent incidents may result in possession proceedings on the basis of nuisance (see Section 11 on Tenant Misbehaviour).

14. Transfers

14.1. Transfers to other Homes shall normally only be considered in the following specific circumstances:

- Lease expiries or other unavoidable hand back of the Home to the landlord,
- Major disrepair that cannot be remedied with the Service User in occupation,
- Statutory overcrowding,
- Under-occupation,
- Domestic violence and/or harassment resulting in a risk to an occupant's health and safety,
- Overriding medical reasons.

14.2. Transfers, including those within a Provider's own stock, require the AO's explicit prior written authorisation.

14.3. If a Provider believes that a transfer for a Service User is required, a transfer request form shall be completed and submitted to the AO (a **Transfer Request Form**). A copy

of the Transfer Request Form is attached at Appendix 10. Providers shall follow the procedure set out at Appendix 11 (the **Transfer Procedure**).

- 14.4. Any transfer requests that are approved by the AO will be dealt with by the Provider and the AO in accordance with the specific circumstances of the Service User's household and the transfer policies of the Council concerned.

15. Harassment and Domestic Violence

- 15.1. The Councils' Policy On Harassment And Domestic Violence is set out at Appendix 12.

- 15.2. Each Provider shall deal with reports of harassment or domestic violence proactively and as a high priority. All Service Users reporting harassment or domestic violence shall be interviewed sympathetically, as soon as possible, in order to establish what has happened and to evaluate any danger to the victim. Service Users reporting domestic violence shall be offered the option of being interviewed by a Service Employee of the same gender. If a Service User has fled violence, Providers shall take great care not to give any information relating to the Service User's current whereabouts to the alleged perpetrator. If a crime has been committed, victims shall be encouraged to report it to the police and to record the crime reference number. Victims shall also be encouraged to gather as much evidence of the harassment as possible, for example by keeping incident diaries recording the time and date of any occurrences.

16. Possession

- 16.1. If possession is required, the AO will ask the Provider to serve a Notice to Quit in the correct form within seven days of the AO sending a request (notice to be served on the same day as the date of the notice). A copy of the Notice to Quit shall be forwarded to the AO. A sample Notice To Quit is at Appendix 14 (a front and back page shall be included for the notice to be valid). The date for possession shall be a Monday more than 28 days after the date of service. After the Notice to Quit has expired the Council's Legal Services will make the application to court and take responsibility for the possession proceedings.

- 16.2. Providers shall submit weekly a Notice to Quit tracker to the Council in a form specified by the Council (the **Weekly Notice To Quit Tracker**). A Weekly Notice To Quit Tracker is set out at Appendix 15.

17. Termination of Tenancy Void Periods and Furniture Storage

Termination of Tenancy

- 17.1. On discovering that a Service User has vacated a Home, or if advised by a Service User of their intention to vacate a Home, the Provider shall notify the AO immediately using the form at Appendix 16 (the **Termination of Tenancy/Handback of Property Form**). If the Service User returns the keys, the Provider shall issue them with a receipt and keep a copy for future reference. Providers shall keep a record of how and when they gain possession of a Home, recording such details as when keys were returned or locks changed and how they came to be aware that a Home was empty. If the AO becomes aware of a Service User vacating a property, the Provider shall be notified immediately.

Void Periods

For Waltham Forest, Redbridge and Newham

- 17.2. The Provider shall ensure that the vacated Home is ready for re-letting as soon as possible. Normally this shall be done within a week and, in any case, shall not take

longer than two weeks. If a Home is not made ready for letting within two weeks, then rent payments shall be forfeited until the AO is notified that the Home is ready to let again. In circumstances, where damage caused by the former Service User will take more than two weeks to repair, the Provider shall advise the AO within one working day of the said inspection. In such cases, the AO shall require a detailed report with photographs of the damage caused and a schedule of the works needed to make the Home fit for letting which will be agreed by the AO prior to the start of works. The AO may in such circumstances and in his absolute discretion agree to pay the rent for a void period in excess of two weeks.

- 17.3. If a Home is to be handed back at the Provider's request to its landlord following vacation by a Service User, the Council shall only pay the rent for the Home up to the date of vacation or up to the date that the Provider first became aware that the Home was empty.

For Enfield

- 17.4. Please refer to the Licence Agreement in Appendix 25 for void turnaround times and notice periods

Furniture Storage

- 17.5. The Provider shall inform the Service User of the following procedure in the Welcome Pack.

17.6. When a Home is voided the provisions of section 13 above shall apply. The Provider shall make a full inventory including photos of and store any belongings of the household left in the Home for up to 1 month in all circumstances. All perishable food shall be disposed of within two days of any vacancy.

17.7. If any belongings have still not being collected after the period set out in Section 19.5 above then the Provider shall dispose of the belongings as follows.

- Electrical appliances shall be disposed of as refuse and not reused.
- All other items shall be given to charity or otherwise disposed of.

18. Surrendering of Leases

18.1. The process for surrendering Leases before the expiry of the term is set out below:

When the Provider wishes to terminate the Lease

18.2. Prior to the end of Lease and subject to its terms when the Home is empty

- The Provider shall send written notice to the AO stating that they wish to terminate the Lease and explaining why,
- The AO shall write to the Provider advising whether the termination of the Lease is agreed,
- If the Lease is terminated, then the Council shall be liable for the payment of rent until when the Home became vacant or until when the Provider should reasonably have become aware that the Home was vacant.

18.3. Prior to the end of Lease and subject to its terms when the Home is tenanted

- The Provider shall send written notice to the AO stating that they wish to terminate the Lease and explaining why,
- The AO shall write to the Provider advising whether the termination of Lease is agreed,
- The AO shall determine a reasonable period of time, to be agreed with the Provider (acting reasonably) for the Service User to be transferred, prior to the termination of the Lease,
- The Provider shall serve a Notice to Quit on the Service User immediately upon agreement by the AO to the termination so that in the event that the Service User refuses to transfer to alternative accommodation possession proceedings may be started,
- The Council shall be liable for the payment of rent until the Service User vacates the Home.

18.4. When the Council wishes to terminate the Lease

- The Council shall only seek to terminate a Lease in a case where it is clear that the Home is unsuitable for continued use. Every effort shall be made to try and resolve outstanding issues,
- The Council shall send written notice to the Provider that they wish to terminate the Lease,
- Rent shall be payable by the Council until the date that the Home is vacated by the Service User, subject to clause 19.2 above.

18.5. The Council shall be notified of property hand backs using the Termination of Tenancy/Hand Back of Property Form set out at Appendix 17.

19. Lease Renewals

19.1. The Council may seek to renew Leases when they expire subject to the terms and conditions of the prevailing contract. The Provider shall liaise with the AO about current property demands before entering into negotiations with the landlord.

20. LB Redbridge, Enfield and Newham Self Billing

Redbridge, Enfield and Newham will be introducing Self Billing arrangements and will therefore will not require the submission of invoices, as set out in the self bill agreement which can be found at <http://demand.sproc.net>

21. Equalities and Customer Care

21.1. All Providers shall respect and adhere to the Council's Equality and Diversity Strategy [(Redbridge) (Waltham Forest) (Newham) Equalities Policy] which is set out at Appendix

20. The Council further requires their Providers to adhere to the Commission for Racial Equality's (CRE) Rented Housing Code of Practice. Section 42 (3)(a) of the Equality Act 2006 provides that a code of practice issued by any of the legacy commissions continues to have effect until revoked by the Secretary of State at the request of the Equality and Human Rights Commission.

21.2. All Providers shall respect and adhere to Section 149 of the Equality Act 2010 Public sector equality duty and the general equality duty. Those subject to the general duty shall, in the exercise of their functions, have due regard to the need to:

- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
- Advance equality of opportunity between people who share a protected characteristic and those who do not.
- Foster good relations between people who share a protected characteristic and those who do not.

21.3. All Providers shall respect and adhere to the [(Redbridge) Customer Care and Equal Access Policy] [(Waltham Forest) (Newham) Equalities Policy] which is set out at Appendix 20. The Council further requires their Providers to adhere to the Commission for Racial Equality's (CRE) Rented Housing Code of Practice.

21.4. The CRE recommends that all employers shall have their own equal opportunities policy. Providers shall have their own policy and this shall be made available to the AO for inspection on request. Full details of the CRE's Employment Code of Practice as well as advice on Equal Opportunities Policies and the Rented Housing Code of Practice can be found on the CRE's website at www.cre.gov.uk.

21.5. The Council is committed to improving customer care standards. The Council's current Customer Care [(Waltham Forest) Standards are] [(Redbridge Housing Customer Charter is] [Newham Standards are] set out at Appendix 21. The Council expects their Providers to comply, in so far as is practicable, with [these Customer Care Standards] [this Customer Care Charter].

21.6. All Service Employees who visit Service Users in their Home shall carry appropriate photo identification and show it to the Service User in advance of entering their Home.

22. Child Protection

22.1. Many Service Users of Private Sector Leased Homes have young children in their household so it is important that Providers shall carefully consider child protection issues. The purpose of the Child Protection Act 1999 is to enhance the protection of children. Every organisation that comes into contact with children and their families shall be aware of its role in the protection of children. All Providers shall send their front line staff to attend child protection training to be clear about roles and responsibilities and signs.

22.2. [for Waltham Forest] if a Provider has concerns for a child's welfare, they shall report them immediately to the Multi Agency Safeguarding Hub (MASH), tel: 020 8496 2310 (Mon-Thurs 9am-5.15pm, Fri 9am-5pm, out of hours 020 8496 3000) Email: MASHrequests@walthamforest.gov.uk

22.3. [for Redbridge] if a Provider has concerns for a child's welfare, they should report them immediately to the Duty Manager at the Housing Advice Centre on 020 8708 4007 or

the Out of Hours service on 020 8708 5897. All such reports shall be confirmed in writing to the AO the next working day. Alternatively Providers shall contact the police.

22.4. [For Enfield]

If a provider has concerns for a child's welfare, they should report them immediately to Social Services Children's Team at Charles Babbage House, 1 Orton Grove, Enfield EN1 4TU. If out of hours call 020 8379 1000 and ask to speak to the emergency duty team. All such reports should be confirmed in writing to the AO the next working day. Alternatively, providers should contact the police.

22.5. [for Newham] If a Provider has concerns for a child's welfare, they shall report them immediately to the Multi Agency Safeguarding Hub (MASH)

Tel: 020 3373 4600 (Mon-Thurs 9am-5.15pm, Fri 9am-5pm), or 020 8430 2000 at any other time. Alternatively you can email: MASH@newham.gov.uk

What happens next;

Children's MASH Service will receive your form or phone call. The service includes representatives from our Children's Social Care, Adult Social Care, Early Intervention, Community Health, Housing, Hestia, Education, Probation and Youth Offending Teams and Newham Police.

Each team will check what information they hold about the child and family to make a decision together about which team should respond to your worries.

We will make this decision in at least:

- one working day if we think a child is in need of our protection or
- within four working days in all other cases

We will notify you of the outcome of your referral at least within four working days of receiving the referral

22.6. If Service Employees come across a young child left at home on their own, in the course of inspections or repairs works, they shall not attempt to enter the Home. The only exception to this rule would be if the child were in serious danger of harm such as a fire in the Home. The Provider shall immediately contact the statutory authorities and the police to report the child being at home alone. It may also be appropriate to try and establish the whereabouts of the child's parents.

22.7. Set out at Appendix 22 are the Childhood Protection Risk Indicators that set out signs that a child may be at risk. Providers may also be asked for information to help the statutory authorities in evaluations and investigating a case.

22.8. Set out in Appendix 23 is a Child Protection Checklist which indicates the type of information that Providers maybe asked to provide.

22.9. Appendices 22 and 23 shall be used by Providers to carry out their responsibilities under this section.

23. Staff Criminal Record Checks

23.1. Following recent high profile cases, public and government concern has been raised about the need to vet staffs that have contact with children. Providers shall carry out Disclosing and Barring Service (DBS) checks on all Service Employees who may be

required to visit Homes. This shall be extended to include any contractors doing repairs to Homes. The results of the check shall be made available to the AO upon request.

23.2. The DBS will carry out criminal record checks for individuals, on application, in exchange for a fee. The service will draw on four primary sources of information. They are the Police National Computer (PNC), local police force records and records held by the Department of Health and the Department for Children, Schools and Families.

23.3. Further information can be accessed on the DBS website or by telephoning the DBS Information Line on 03000 200 190.

24. Dealing With Asbestos

24.1. Asbestos is a natural mineral, which has been widely used in building construction for external and internal fittings. There are three different types of asbestos, blue, brown and white. When asbestos containing materials are damaged they release fibres, which can lead to fatal diseases.

24.2. Since 1976 manufacturers have labelled products containing asbestos and since 1986 they have been required to attach European safety labels to asbestos containing products. However, due to the widespread use of asbestos in buildings many properties will contain asbestos.

24.3. All Homes shall be checked for asbestos before use. If concern is raised about the presence of asbestos in a Home then the Provider shall take appropriate steps to ensure that its removal is managed safely using the following procedures:

- Arrange a survey by a licensed asbestos surveyor immediately
- Arrange for a licensed asbestos contractor to remove the asbestos (the contractor shall advise as to how the process will be managed particularly if the Service User needs to be relocated)
- Do not tamper, break, scratch or disturb the source of the suspected asbestos
- Seal the source and advise the Service User to keep away
- If the Service User needs to be relocated then liaise with the AO to arrange a transfer
- Advise the AO of the action being taken to rectify the situation
- Forward a copy of a certificate to the AO denoting that asbestos has been safely removed and that the Home is free of asbestos and safe to occupy
- THIS IS A BRIEF SUMMARY OF A COMPLEX AREA: SPECIALIST ADVICE IS ESSENTIAL.

24.4. Each Council may be able to help with asbestos related queries in the first instance and should be contacted via the AO.

25. Staff Training

25.1. Providers shall ensure that the Service Employees are adequately trained to enable them to carry out their duties efficiently. Training shall be delivered by both internal and external organisations as appropriate. Training shall be an integral and ongoing part of

the personal and professional development of the Service Employees, in areas such as housing management.

- 25.2. Providers shall keep a record of their training plans and training undertaken by their Service Employees which shall be made available to the AO on request.
- 25.3. The AO shall from time to time identify issues in which the Service Employees who have contact with Service Users shall be properly trained. When this happens the AO shall make relevant information available to Providers to enable them to organise training for the Service Employees. The AO reserves the right to organise and provide training for Providers and the Service Employees. Attendance at such training shall be mandatory, in the absolute discretion of the AO.

26. Whistleblowing

- 26.1. The Councils' have a whistleblowing scheme to encourage employees to disclose any serious concerns they may have in a responsible manner, safe in the knowledge that they will be protected from any possible victimisation arising from a result of such disclosure.
- 26.2. The scheme has also been extended to other arrangements the Council has. As such Providers are encouraged to report any concerns they have regarding the Council clients or anyone with whom the Council is engaged. Reports should be made via the AO unless it is considered that the AO might be involved in the issue or that there may be a conflict of interest. In such circumstances, reports should be made to the Council's Chief Auditor or via the Council's website under the Fraud section.

Appendix 1 - Minimum Property Standards

1. Introduction

Set out below are the minimum property standards that all Homes shall meet.

The Home is likely to be the main residence for the Service User family placed in it for a considerable period of time and probably for the full duration of the lease so the following standards must be met.

Homes accepted for the Scheme shall not contain any Category 1 hazards under the Housing Health and Safety Rating System as set out in the Housing Act 2004 and associated guidance. Where the Home is a flat, all flats in the building of which it is part shall also conform to the appropriate fire protection standard.

Conversions of houses or other buildings into flats require both planning permission and building control approval. Loft and other conversions require building control approval. Proof of any required permissions and/or approvals shall be provided before a Home can be accepted for the Scheme.

All Homes with any shared communal areas will have a recent Fire Risk Assessment (FRA) carried out by a competent person. Any urgent actions identified by the FRA will have been completed before the Home can be accepted for the Scheme.

Accommodation above restaurants, fast food outlets or commercial premises where hazardous substances are kept shall not be acceptable for the Scheme. Neither are flats above noisy, late night opening premises such as minicab offices, clubs or pubs acceptable for the Scheme.

Where a standard of repair etc is specified the Home shall be expected, in normal use, to maintain this standard throughout the period of the Lease.

2. External Property Standards

2.1. Access

All Homes shall have:

- Safe, well lit and easy access with no obstructions,
- Paths and yards (if present) which are reasonably surfaced so as not to present a tripping hazard and which shall be adequately drained so as not to retain standing water,
- Access stairways (if present) which are secure and not unreasonably steep, any stairway or step shall not vary from current building regulation requirements in such a way as to present an unreasonable level of hazard to users,
- Access stairways (if present) which have an adequate and securely fixed handrail.

2.2. Communal Areas (where applicable)

All communal areas shall be:

- Clean, tidy, well lit and well maintained,

- Maintained by a responsible landlord or managing agent who shall be identified.

2.3. Roof. (where applicable)

All Homes shall have:

- A roof or roofs which are well insulated (a minimum of 200 mm of rockwool insulation or equivalent where possible), watertight, free from all defects, loose or missing tiles/slates, etc.

2.4. Guttering (where applicable)

All Homes shall have:

- Adequate drainage from roofs,
- Downpipes secured to walls, gutters and downpipes which are free from blockages and in good repair.

2.5. Garden (where applicable)

All gardens shall:

- Be cleared of rubbish and have all vegetation, shrubs and trees cut back,
- Have their walls and fences in good order,
- Have gates (if present) that operate well with gate posts/pillars that are secure,
- Have sheds or ancillary buildings (if present) which are empty, in good repair and safe.

2.6. Rubbish Disposal

All Homes shall have:

- Sufficient bins provided for a normal household's use, depending on the size of the Home, in a clearly defined and easily cleaned bin storage area or adequate refuse storage and disposal facilities.

3. Internal Property Standards

3.1. Doors

Doors shall meet the following standards:

- All external front (main entrance) doors and frames shall be of exterior grade quality and should be reasonably secure from access by burglars. They shall have a 5 lever mortise dead lock with an additional "Yale type" latch, or where purpose made UPVC door has integral door locking mechanism and an internal chain,
- All other external doors shall have a five lever mortise dead lock with internal bolts,
- All external front doors shall open freely, have a bell or adequate knocker fitted and be clearly numbered,

- All internal doors shall open, close and fasten properly and have their keys removed, bathrooms and toilets should be provided with a courtesy latch that could be forced open by an adult if a child accidentally locks themselves in.
- All doors with large glass panels shall be fitted with safety glass or safety film.

3.2. Staircases (where applicable)

All staircases shall have:

- Gaps between their spindles and gaps between their balustrades which are no more than 100mm,
- All gaps between treads and risers filled in,
- A two way light switch provided in all stairwells/hallways with more than one floor so that the light can be switched off/on from either floor or floors,
- Be free from obstruction and not unreasonably steep,
- A suitable handrail.

All staircases should, where possible, conform to current building regulations. Any stairway or step should not vary from current building regulation requirements in such a way as to present an unreasonable level of hazard to users.

3.3. Walls and Ceilings

Walls and ceilings shall meet the following standards:

3.3.1. Dampness

- All Homes shall be free from damp, mould, condensation, peeling paper, etc
- Condensation occurs sometimes in all homes. Condensation problems due to structural features shall not be so pervasive as to constitute a health hazard or be a statutory nuisance,
- If a Home has been accepted for the Scheme, and subsequently found to suffer from significant condensation problems, then the AO in his absolute discretion shall have the right to require the landlord to provide and fit suitable heat recovery/ventilation systems.

3.3.2. Plaster

- All plaster shall be sound and show no movement when examined.

3.3.3. Decoration

- All surfaces shall be painted/papered/or tiled,
- All paint shall be cleaned and free from obvious marking, dirt, etc,
- All wallpapers shall be in good condition and free from defects,

- All woodwork shall be free from rot of any description and painted to a reasonable standard with gloss paint suitable stain or varnish.

3.4. Windows/Glazing

The following requirements shall apply to windows and glazing:

- Louvre windows and centre hung "swing" windows shall be accepted in the absolute discretion of the AO. All "swing" windows shall have a restraining bar,
- Any windows above ground floor level which open shall be fitted with a restrictor mechanism. This mechanism shall limit the windows opening to no more than 150 mm,
- Overlooked windows in bathrooms and toilets shall be glazed with obscure glass or treated with plastic film to provide privacy,
- New or replacement glazing installed after April 2002 shall consist of energy saving sealed double-glazing and comply with Building Regulations. To prove compliance it shall have:
 - a) A certificate showing that the work has been carried out by an installer registered with the FENSA scheme, and
 - b) A certificate from the local authority confirming that the installation has been approved under the current Building Regulations.
- All glazing which is under 800mm/2.8 feet from the floor (and greater than 25cm in any direction) shall be re-glazed with toughened glass or have safety film properly applied to prevent shattering if it is broken.
- All main habitable rooms (living rooms and bedrooms) shall have a reasonable glazed window area allowing reasonable levels of natural light. Bedrooms and living rooms should not have borrowed light or ventilation, e.g. from a glazed panel above a door.
- All windows shall be reasonably secure from entry by intruders

3.5. Ventilation

The following standards shall apply:

- All main habitable rooms (i.e. living rooms and bedrooms) shall have at least one twentieth of the floor area available as windows that open,
- This requirement also applies to kitchens, bathrooms and WC cubicles if they rely on natural ventilation (openable parts of windows should be easy to operate),
- If a kitchen, bathroom or a WC is an internal room it shall have mechanical extract ventilation,
- If mechanical ventilation is required in a kitchen it shall be capable of three air changes per hour,

- If mechanical ventilation is required in a bathroom and/or WC it shall be capable of three air changes per hour,
- A light switch shall activate any mechanical ventilation and the fan shall have a twenty minute overrun when the light is switched off.

3.6. Insulation

The following standards shall be met:

- All accessible loft spaces shall have a minimum of 200mm Rockwool insulation (or equivalent) properly laid,
- All hot water tanks should be foam lagged or have a good quality insulating cylinder jacket, which has been properly fitted,
- All water tanks and pipes which may be liable to damage by frost shall be adequately protected with lagging.

3.7. Heating and Hot Water Systems

Heating and hot water shall be provided and shall meet the following standards:

- There shall be either a full gas central heating and hot water system, which is preferred, or Electric Economy Seven night storage heating which is less than 5 years old, older units to be agreed at the absolute discretion of the AO, or thermostatically controlled electric panel heaters.
- If water heating is by electricity it shall be of reasonable capacity and have an on and off peak tariff.
- The heating shall be sufficient to maintain an internal room temperature of 21 degrees Celsius in the living room and 18 degrees Celsius in the bedrooms when the outside temperature is minus 1 degree Celsius,
- Boilers shall be less than 10 years old, older units to be agreed at the absolute discretion of the AO.
- All pipework to the boiler should be boxed in appropriate to its location.
- All gas heating systems shall have a 3 star British Gas Service Agreement or equivalent,
- All heating systems shall have a timer and thermostat,
- All hot water systems shall be able to operate independently from the heating system,
- Details for the location of the on/off switch shall be noted and provided to Service Users,
- Landlords shall provide a gas safety certificate and copy of the annual Gas Safe service agreement every year. A copy of the safety certificate shall be given to the Service User; The report should not have any items requiring attention.

- Homes with boilers fitted in bedrooms shall not normally be accepted. The AO may consent in his absolute discretion to a boiler being located in a bedroom, such consent shall be sought in advance of the Home being offered to the Council for letting,
- Operating instructions for heating/hot water system shall be provided to Service Users.

3.8. Electrical Items

All Homes shall meet the following standards:

- All Homes shall have a current NICEIC or NAPIT or equivalent competent person scheme electrical safety report. This report must have no items marked as requiring urgent attention or investigation,
- All electrical wiring shall be covered,
- All surface mounted wiring shall be enclosed in suitable plastic conduit,
- All RCD consumer unit shall be housed in a cupboard, with a childproof latch on the door to prevent access and ensure that cables under the meter are covered,
- Boiler and cooker. Fused spurs shall be provided,

An adequate number of appropriately spaced sockets shall be required. The following is guidance on numbers of sockets to be provided -

- Living room. 2 double sockets as a minimum
- Double bedrooms. 2 double sockets as a minimum
- Single bedrooms. 1 double socket as a minimum
- Kitchen. 2 double sockets at worktop height as a minimum, 1 socket for a fridge and one socket for a washing machine,
- Landing. 1 socket as a minimum.

3.9. Furniture

The following items shall be provided:

- Carpets or other suitable flooring, curtains, net curtains, light shades, cooker and fridge/freezer or a separate fridge and freezer. In the case of the latter items, size shall be dependent on the size of the Home concerned, i.e. a larger cubic volume is required for a four bedroom house than a one bedroom flat,
- At the discretion of the AO beds may be requested.
- Any other furniture left in the Home shall be left at the landlord's own risk, for which no further payment will be made and no repairing responsibility accepted,
- Any furniture shall comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended).

3.10. Fire Safety

The following standards shall apply

- All Homes shall have adequate fire separation between separate units of accommodation
- All front doors to flats which lead off a communal hallway shall be half hour fire resistant doors, designed to meet BS476 and Part 22,
- If the kitchen adjoins a fire escape route, a half hour fire door complying with BS476, Part 22 shall be provided. If for any reason the AO agrees, in his absolute discretion, that this requirement is impracticable, then a mains powered electricity heat rise detector shall be installed in the kitchen and wired to a suitable alarm,
- All glazed kitchen doors shall have clear Georgian wire cast glass, or other suitable safety glass,
- A fire blanket shall be provided,
- The preferred standard for smoke alarms shall be electrically operated interlinked smoke alarms installed to each floor complying with BS5839, Part 6 and conforming to Grade D, Type LD2,
- As a minimum standard, and only at the absolute discretion of the AO, smoke alarms such as that recommended by the Fire Brigade with a built in 10 year battery shall be installed on each floor,
- Smoke alarms with removable batteries shall not be acceptable under any circumstances.
- All properties with a gas supply or solid fuel heating to be equipped with a Carbon Monoxide (CO) detector.

4. Room Standards

4.1. Kitchens

Kitchens shall meet the following minimum standards:

4.1.1. Cooker

- All rings shall operate,
- If free standing, the cooker shall be chained to the wall,
- The oven shall be clean and provided with shelves,

4.1.2. Sink

- Splash backs shall be tiled to a minimum of 300mm (two tiles high),
- Sinks and worktops shall be sealed around edges with silicone sealant,
- All waste pipes and traps shall be free of defects with no leaks or drips.
- Any holes around waste pipes and traps shall be sealed so as to prevent the ingress of vermin,

- Taps shall be in good condition (i.e. no dripping) and easy to operate by children or people with finger mobility problems,
- Kitchen units - all units shall be less than 10 years old and free from defects,
- There must be adequate work surface space for the size of the Home.

4.1.3. An adequate number of units shall be provided, below is suggested guidance -

- There shall be a minimum of two fitted floor unit (excluding the sink unit),
- There shall be a minimum of two drawers,
- There shall be a minimum of two fitted wall units,

4.1.4. Fridge/freezer or fridge and freezer

- The fridge/freezer or fridge and freezer shall be clean and in good working order,
- They shall have a capacity of at least 131 litres (fridge) and 61 litres (freezer).

4.1.5. Washing machine

Washing machines are not required but there shall be:

- Sufficient space for a washing machine to be installed under a work surface in the kitchen or equivalent position,
- Appropriate fittings to allow such installation to take place, and
- A non-return valve fitted to the waste pipe.

4.1.6. Floor covering

- Floor covering shall be of the vinyl type or tiled and shall be free from all defects.

4.1.7. Stopcock

- Location of stopcock should be identified.

4.2. Bathrooms

The following standards shall be provided:

4.2.1. Floor covering

- Floor covering shall be vinyl type or tile and shall be free from defects.
- Floors shall be sealed around their edges with silicone sealant.

4.2.2. Bath

- The bath shall be fitted securely and there shall be no leaks,

- Bathrooms shall be tiled to a height of 300mm around bath and well-sealed at the joints,
- All bath panels shall be free of defects,
- Generally, the standard to be reached in a bathroom is one where normal usage will not lead to any water ingress into the structure of the Home over the period of the lease.

4.2.3. Showers

- Showers are not essential but where provided the landlord shall ensure that their normal use will not damage the Home, through water ingress or otherwise,
- Separate shower cubicles shall be tiled to a height of 1.8 metres,
- All shower bases shall be adequately sealed and a curtain/door provided.
- Generally, the standard to be reached in a shower room is one where normal usage will not lead to any water ingress into the structure of the Home over the period of the lease.

4.2.4. Showers fitted above baths

- Tiling shall be of a sufficient height to protect the decoration of the wall (1.8 metres +),
- A shower door or curtain shall be provided and shall be of a sufficient standard to prevent water damage to the floor,
- A wall bracket shall be provided for shower attachments,
- The provision of a bath rather than a shower shall be strongly preferred. Homes with showers only shall be considered but only in exceptional circumstances and shall be accepted in the absolute discretion of the AO.

4.2.5. Washbasin

- The splash back shall be tiled to a minimum of 300mm (two tiles high),
- Washbasins shall be sealed around the edges with bathroom grade silicone sealant,
- Waste pipes and taps shall be free of defects with no leaks or drips,
- Taps to be easy to operate,
- Taps shall be in good condition (i.e. no dripping) and easy to operate by children or people with finger mobility problems.

4.2.6. A mirror and towel rail shall be provided.

- Light fittings shall be of a sealed type appropriate for bathrooms.

4.2.7. Toilet

- The toilet shall be clean, secure, free of defects, with a secure seat and the cistern shall fill at a reasonable rate,
- The floor covering in separate WC closets shall be free of all defects. Vinyl flooring or tiles shall be preferred with sealing at the edges with silicone. Carpet shall not be acceptable.
- A toilet roll holder shall be provided,
- In large Homes of 4 bedrooms or more, a second toilet is preferable.

4.3. Living Room and Bedrooms

4.3.1. Size/layout

- Living rooms shall be at least 80 square feet in area and large enough to comfortably contain a sofa, two armchairs and a television,
- Double bedrooms shall be at least 80 square feet in area,
- Single bedrooms shall be at least 50 square feet in area,
- Bedrooms accessed off another bedroom shall not count as a separate room,
- Rooms of less than 50 square feet cannot be used as living rooms or bedrooms,
- Every Home shall have a minimum of one double bedroom,
- Homes with unusual room layouts or shapes shall be accepted in the absolute discretion of the AO.

4.3.2. Carpets

- Carpets (or other suitable flooring) shall be provided. It shall have a good quality underlay, be clean, of reasonable quality and free from all defects such as excessive wear, loose seams, tainting, bare patches and so on,
- Laminate or other wooden flooring shall not be acceptable in flats above ground floor level unless the floor is of a solid concrete construction, because of potential noise disturbance.

4.3.3. Curtains

- Curtain rails shall be securely fitted above all windows.
- Curtains shall be clean, free from defects and when drawn at night prevent external viewers seeing into the room concerned, Net curtains shall be fitted to all windows.
- Blinds shall be accepted in the absolute discretion of the AO.

5. Pest Control Standards

- 5.1. The property should be free from pest infestations throughout. Where an infestation is present the provider should assess it having regard to the extent of the infestation and the effectiveness of any treatment in progress. Where treatment is absent or

inadequate, they must engage the services of a reputable pest control operator to eradicate the problem at source and undertake periodic routine inspections. The manager should then keep a log book of periodic pest control treatments and keep it available for inspection by the Council.

Appendix 2 – Tenancy Agreement

LONDON BOROUGH OF [REDBRIDGE] [WALTHAM FOREST]

NON –SECURE TENANCY AGREEMENT

This document is an Agreement (“this Agreement”) between the Mayor and Burgesses of the London Borough of [Redbridge] [Waltham Forest] (“the Council”) and

(you)

.....
For the letting of (your home).

.....
The Council does not own your home. It only has a lease of it from the owner, or from a superior leaseholder, to provide temporary housing accommodation. The tenancy is granted by the Council to you under arrangements described in Part VII of the Housing Act 1996. This means the tenancy is not a secure tenancy. This tenancy is for an initial term of one week and continuing weekly thereafter until determined.

*** [*insert Council's Agent name, address, tel No.] acts as the Agent of the Council and manages your home on the Council's behalf. The Agent is entitled to act for and on behalf of the Council in enforcing and carrying out the terms of this Agreement. The Council will share information with the Agent in so far as such information is relevant to the management of your tenancy.

1. Your responsibilities

TO PAY RENT

The Council lets your home to you and you rent your home on a weekly tenancy from the date of this Agreement at a weekly rent of £_____

per week payable in advance. Your rent includes the following amounts:

Net Rent	£ _____
Water Rates	NIL
Heating Charge	NIL
Other Charges	NIL

The rent may be changed by the Council as described in paragraph 3.1 of this Agreement.

TO PAY COUNCIL TAX ETC

1.1A You are liable to pay your own Council Tax, and water, electricity and gas charges.

TO PAY FORMER TENANT ARREARS

1.1 You must also pay all rent and charges you owe from when you lived at any previous accommodation provided to you by this Council.

You must pay what you owe straight away or you must pay in accordance with repayment schedules agreed with the Council or repayment schedules ordered by the court. [You owe an amount of £ _____ from your former tenancy of] Unless otherwise agreed all monies received, whether paid by you or by housing benefits, will be applied firstly to the

former tenancy debt before being applied against any arrears accrued or accruing at the current property. Should there be more than one former tenancy debt then the monies received will be applied against the oldest debt first.

NOT TO ASSIGN, SUBLET OR PART WITH POSSESSION

1.1 You must not:

1.3.1 assign your tenancy to any other person;

1.1.2 part with possession of your home;

1.1.3 sublet the whole or any part of it to any other person.

1.1.4 allow any additional person(s) to live in your home without the prior written permission of the Council, except a new baby whose mother is part of the household agreed by the Council.

RUBBISH

1.4 (i) You must dispose of all rubbish in a safe and appropriate manner. Rubbish must be placed in a dustbin, refuse chute or any other area designated by the Council or the Agent.

(ii) You must not store rubbish or accumulate rubbish in your home.

COMMUNAL SERVICES and FACILITIES

1.5 If your home is in a block or on an estate where communal services or facilities are provided for residents, there may be additional rules concerning these services or facilities, and these must be followed, as if they formed part of this Agreement. They may be on signs in the communal areas, or the Agent may provide these to you at the time you collect keys. If you are in any doubt as to these additional rules, the Agent will explain these to you on request. Examples of these additional rules may relate to special arrangements in a particular block or on a particular estate, concerning refuse disposal, cleaning rotas, car parking, access provision, etc. You may be notified of changes to these additional rules at any time by the Agent or the Council.

PETS

1.6 The keeping of pets is not permitted unless with the Agent's written consent. This permission will depend on the circumstances of each case including the type of pet, the type of property, or any other relevant factor. If permission is granted you must ensure your pet is kept under control and does not:-

- cause a nuisance to anyone in the vicinity,
- damage the property in any way,
- foul the property, shared parts, or any surrounding areas, including gardens.

Permission to keep a pet may be revoked in the event of a complaint or cause for complaint.

USE

- 1.7 [You must not use your home for anything except a place for you and your family to live. You must keep it clean and treat it in a tenant like manner by undertaking those everyday things that would be expected of a reasonable tenant.
- 1.8 You must use and occupy your home as your only or main home.
- 1.9 You must tell the Agent if you are going to be away from your home for more than two weeks.]

BEHAVIOUR

- 1.10 You must not use your home or any other Council property or any other land or property that is adjacent to or near your home, for illegal or immoral purposes.
- 1.11 You must not cause a nuisance, annoyance or disturbance to your neighbours or anyone else living in the locality of your home.
- 1.12 You must not encourage or allow anyone living with you or any of your visitors to cause a nuisance, annoyance or disturbance to your neighbours or anyone else living in the locality of your home. Causing nuisance, annoyance or disturbance includes but is not limited to making, excessive noise inside, or in the locality of, your home.
- 1.13 You must not harass anybody in the locality of your home. Examples of harassment includes harassment on the grounds of age, disability, race, religion, sex or sexuality, but may include other grounds. Examples of the sort of behaviour that amounts to harassment are given below, but other behaviour may be considered harassment.
 - 1.1.1 - Violence or threats of violence;
 - 1.1.2 - Verbal abuse or insults;
 - 1.1.3 - Damage or threats of damage to somebody else's home or belongings;
 - 1.1.4 - Writing graffiti which is threatening, abusive or insulting;
 - 1.1.5 - Acting in a way that you know will upset, or disturb, or cause inconvenience to somebody else.

Others living with you or visiting you or any member of your household must also not harass anybody in the locality of your home.

- 1.1 You must not cause damage to your home or to any Council property wherever it is situated. You must not write graffiti on your home or on any Council property.

- 1.2 You must not encourage or allow anybody else to cause damage to any Council property wherever it is situated, or write graffiti on it.
- 1.3 If you damage your home or any Council property, or write graffiti on it, or encourage or allow someone else to do so, you must pay the Council or the Agent the reasonable cost of repairing that damage, or removing the graffiti, as soon as the Council or Agent demands payment from you.
- 1.4 You must not use or threaten violence against, or harass or abuse, any employee or contractor of the Council or the Agent. Others living with you or visiting you or any member of your household must also not harass or abuse any employee or contractor of the Council or the agent
- 1.5 You must not use or threaten violence against or harass any other person who lives with you or who is visiting you, nor must you permit or encourage others to do so.

ALLOWING PEOPLE AUTHORISED BY THE COUNCIL

TO COME IN TO YOUR HOME

- 1.6 You must let into your home anybody working for the Council or the Agent, and anybody else who the Council or the Agent authorise, to enter your home, so long as the Council/Agent tell you in advance of when those people are coming, and they are not coming at unreasonable times (for example before 7.00 am or after 7.00 pm). Persons authorised by the Council or Agent shall carry identification for you to see. In an emergency you must let those people into your home even if the Council or Agent has not told you in advance. The Council or Agent will authorise people to enter your home to inspect your home and/or to check its condition and/or to inspect it for re-letting and/or to carry out any works to it or to any property near or next to your home which the Council owns. You agree that in an emergency the Council or Agent will be able to obtain access, by a lock change if necessary, if the Council or Agent has been unable to contact you to get your permission to allow access. Examples of works for which access to the property may be required include works to the structure, repairs or replacement of fixtures and fittings and furnishings, removal of rubbish, treatment of pests.

DECORATING

- 1.7 You must maintain the decoration of the inside of your home, but obtain the permission of the Agent before carrying out any work.

GARDEN

- 1.8 If your home includes a garden, or you share use of a garden with the tenants of the other flats in the building, you must keep the garden tidy.
 - 1.8.1 -If there are any trees or large shrubs in the garden, you must not do any work to them without first getting the written permission of the Agent.
 - 1.8.2 -If you do not maintain your garden, the Agent may choose to do so, but will recharge you for the cost any gardening works done.

- 1.9 You must not store rubbish, furniture (other than garden furniture) or any unsightly objects in your garden (if you have one) or in any garden or other area which you share with other tenants.

TELL THE COUNCIL ABOUT REPAIRS

- 1.10 You must report to the Agent as soon as possible, any repairs which are needed, if it is the Council's responsibility to do those repairs. If you do not report repairs as quickly as you should and this makes the problem worse or more expensive to repair or causes other problems which the Council or Agent then has to repair you must pay to the Council or Agent the extra cost involved when it asks you. You must not tamper, interfere with, or attempt to repair, any gas or electrical, equipment, pipe work, wiring or smoke or any other detectors in the property. You must not obstruct any ventilation fitting.

PRECAUTIONS AGAINST FIRE AND FLOOD

- 1.11 You are responsible for taking proper tenant-like and reasonable precautions to prevent the outbreak of fire. You are also responsible for taking reasonable steps to prevent flooding and/or minimizing its effects. You should therefore familiarize yourself with all stop valves and switches, to turn off supplies of water, gas, electricity, and heating.

BOTTLED GAS, PARAFFIN, AND OTHER FLAMMABLE ITEMS

- 1.12 You must not take into your home, or, if your home is in a block, into the block, anything which might explode or be a fire hazard.

PESTS

- 1.13 You must keep your home free from rats mice and other pests. You must tell the Agent as soon as possible if your home becomes infested with rats, mice, or other pests. You will be liable for the cost of pest control treatment, unless the cause of the problem is due to a fault with the property which is the responsibility of the owner, the Council or the Agent.

SATELLITE DISH, EXTERNAL LIGHTS, ETC.

- 1.14 You must not erect a satellite dish, external light, close circuit TV camera, or other object, to the outside of the building, nor arrange for others to do so, unless with the prior permission of the Agent. If the Agent gives permission, it is your responsibility to check whether the dish, or other any other object requires planning permission and meets all legal and regulatory requirements, before it is erected. If an object is erected, it will remain your responsibility in the event of damage caused during the fixing, or of it falling and causing damage or injury. The Agent may at any time request you remove the object

and repair any damage, but if you fail to do so they may remove it and charge you accordingly.

THROWING THINGS FROM FLATS

- 1.15 If your home is in a block, you must not throw, or allow anybody else to throw, from your home, or any areas that you share with your neighbours, anything at all.

LETTING IN PEOPLE YOU DO NOT KNOW

- 1.16 If your home is in a block you must not let anyone you do not know into any locked areas you share with your neighbours, unless you know that the person is a person authorised by the Council or the Agent to enter that area under paragraph 1.19 of this Agreement, or is a member of the emergency services.

CARS, CAR PARKING AND CAR REPAIRS

- 1.17 You and any person living in your home, even if they are only living there temporarily, and any visitor to your home, must not park any vehicle (including a caravan) anywhere except areas marked as parking areas on the forecourt of your home, or if you live on an estate, anywhere else on the estate. Vehicles parked in marked parking areas or forecourts or on an estate, must not cause anyone else a nuisance and must not stop any other vehicles or people from passing easily and safely. Where parking spaces have been designated for specific use, for example for disabled persons, or for a particular flat number, then you must not use that space unless you are authorised by the Agent.

Unless the Council or Agent tells you otherwise in writing, an estate road is not a place marked for parking. However, you will be allowed to park on an estate road so long as your parking there does not cause anyone else a nuisance or does not stop, any other vehicles, or people walking, from passing easily and safely.

- 1.18 You and any person living in your home, even if they are only living there temporarily, and any visitor to your home must not park for long or regular periods, any heavy, trade, or commercial vehicles in your garden or anywhere else on the estate where your home is, including the areas marked as parking areas.
- 1.19 You and any person living in your home, even if they are only living there temporarily, must not keep untaxed vehicles on your forecourt, in your garden, on your parking space or anywhere else on the estate where your home is.

- 1.20 You and any person living in your home, even if they are only living there temporarily, must not keep motorcycles in your home, or, if your home is in a block, in any areas that you share with your neighbours in communal areas if you live in a flat or maisonette.
- 1.21 You and any person living in your home, even if they are only living there temporarily, and any visitor to your home, must not carry out major motor vehicle repairs, nor run any form of motor vehicle repair business, either from your home (including any garage, garden, or forecourt), or the highway (including your allocated parking space, if any).
- 1.22 You and any person living in your home, even if they are only living there temporarily, must not keep unsightly or damaged motor vehicles or parts of motor vehicles in your forecourt, your garden, your parking space or anywhere else on the estate where your home is.
- 1.23 The Council may if it thinks it appropriate stipulate via this Agreement the total number of cars and other vehicles which may be kept by you and your household at any one time. Should the Council seek to use this power the Council will serve on you an appropriate notice giving details of the maximum number of cars and other vehicles which may be kept and how soon a reduction to or below this maximum number must be achieved.

AT THE END OF YOUR TENANCY

- 1.24 You must remove all your property, including any rubbish, and leave your home in a reasonable condition at the end of the tenancy.
- 1.25 In the event of repairs or cleaning being necessary, for which you as tenant are responsible (fair wear and tear excepted), then the Agent may undertake these works and charge you the costs, which you agree to pay.
- 1.26 When you leave the property at the end of the tenancy, you will return the keys to the Council's Agent immediately and obtain a receipt. You will also advise the Council's Temporary Accommodation Team within 48 hours of leaving the property. You will remain responsible for paying the rent until you return the keys and notify the Council you have left the property.

ADVISING OF CHANGES IN YOUR HOUSEHOLD

- 1.27 You must tell the Council and the Agent of any change in the details of the people who are living with you in your home, within 7 days of such a change. This is in addition to telling the Housing Benefits Section, if you are in receipt of housing benefit (or have applied for same).

ALTERATIONS AND IMPROVEMENTS

- 1.28 You must not make any improvements, alterations or additions to your home, no matter how small, without first obtaining the written permission from the Agent.

2. Your rights

REPAIRS

- 1.1 The Agent on behalf of the Council must keep in repair the structure and exterior of your home (including drains, gutters and external pipes).
- 1.2 The Agent on behalf of the Council must keep in repair and proper working order the pipes and other installations in your home which provide you with your water, gas and electricity supplies. This includes basins, sinks, baths, lavatories, and appliances provided by them. This does not include appliances provided by you which make use of these supplies, which are your responsibility, but must be fitted and maintained by a suitably qualified person.
- 1.3 The Agent on behalf of the Council must keep in repair and proper working order the heating system in your home and the system for providing hot water.
- 1.4 The Council and Agent will not have any obligation under this Agreement to repair any damage caused by:
- 2.4.1 anything you have done;
 - 1.1.2 damage caused by anybody living with you, or any of your visitors, regardless of age;
 - 1.1.3 any work which you, or people for whom you are responsible, have done, even if the Agent has agreed that you can do this work or get it done;
 - 1.1.4 anything which you, or people for whom you are responsible, have installed in your home even if the Agent or the Council have agreed that this may be installed.

The Council or Agent may nonetheless effect repairs in such circumstances (eg to remedy a danger to health and safety, to prevent further loss and damage arising, to comply with statutory obligations, to forestall claims from third parties, or even just to restore or preserve the value, amenity or appearance of the property) and in the event that it does so, the Council or Agent may recover from you the full cost of effecting these repairs. You agree that you will pay the full cost on request.

TERMINATION OF THIS AGREEMENT

- 1.1 You may end this Agreement at any time by giving to the Council and Agent not less than four weeks' notice in writing ending on a Sunday or Monday.
- 1.2 The Council or Agent may likewise end this Agreement at any time by giving you not less than four weeks' notice in writing ending on a Sunday or Monday.
- 1.3 In the event that the lease under which the Council holds the property shall end, for example through lapse of time or earlier determination, then any licence or tenancy created by this Agreement will end automatically.

WARNING THAT THE COUNCIL'S LEASE IS NEARING ITS END

- 1.4 The Council or Agent will endeavour to give you at least four weeks advance warning that its lease is coming to an end. In the event that the Council should still owe you a duty to secure accommodation for you to occupy, an offer of suitable alternative accommodation will be made.

CHANGES TO THIS AGREEMENT

- 2.9 The Council may change the terms of this agreement provided that (except in the case of a notice under paragraph 3.1), it follows this procedure.

1.1.1 Notice must be served by the Council on you setting out the changes it wants to make in the paragraphs of this Agreement or any variation of this Agreement;

1.1.2 You may give your comments to the Council about any proposed changes to the paragraphs within 21 days of the notice referred to at paragraph 2.9.1;

1.1.3 If the Council decides to make the changes after considering any comments made by you, it must serve a notice of variation on you and the change will take effect 28 days after such notice.

3. You and the Council and Agent further agree that:

CHANGE OF RENT

- 1.1 The amount of rent payable by you under this Agreement may be changed by the Council if they give to you four weeks' written notice.

SERVICE OF NOTICES

- 1.2 When the Agent gives you permission to do anything it will only be valid if it is in writing and signed by or on behalf of the Agent's Director.

1.3 Any notice you wish to give to the Council must be in writing and will be deemed to be sufficiently served if sent by recorded delivery post to :-

[Redbridge]	[Waltham Forest]	[Newham]
[Name]	[Name]	[Name]
Authorised Officer	Head of Housing	Executive Director
Redbridge Housing Service 17-23 Clements Road Ilford	London Borough of Waltham Forest 2d Fulbourne Road Walthamstow	London borough of Newham 1000 Dockside London

E

In signing this Agreement:-

- I/we confirm that all the information I/we have given the Council and the Agent, including the information included in the housing application form which led to me/us being granted a tenancy under this Agreement, is true and has not changed since I/we gave that information or signed that form.
- I/we, agree to the Council using and/or sharing the information in this agreement or information contained within its files relating to my/our application for housing, for the prevention and detection of fraud, or to protect public funds.
- I/we understand that the Council may also share this information with other council departments, Housing Benefits administrators, the Agent, Housing Associations to whom I/we have been nominated, and to other bodies administering public funds.
- I/we also give permission to the Council to contact any agency, organisation, any other Council Department, or body administering public funds, concerning this agreement, to seek or provide such information as is reasonable for the effective management of the property concerned, or for the wellbeing of the residents.

1.

JC

1.

TI

1.

Tenant's signature

Additional Tenants signatures

Dated this day of

Witnessed on behalf of the Council:.....

IN

TI

re

Tenancy commencement date:

LONDON BOROUGH OF ENFIELD
PLA SUB LICENCE AGREEMENT

This SUB-LICENCE AGREEMENT is made between the London Borough of Enfield (hereinafter called “**the Council**”) and (hereinafter called “**the Applicant**”) on .
The Council is the Licensee of the unit of residential accommodation known as and situated at: (hereinafter called “**the Premises**”), in respect of which the Council and the Applicant hereby agree as follows:

1. The Council hereby grants permission to the Applicant to occupy the Premises from in discharge of the Council’s statutory duty under Part VII Housing Act 1996 to secure that suitable accommodation is available for the occupation of the Applicant.
2. The Applicant is hereby permitted to occupy the Premises together with the Applicant’s household, which comprises only those persons who have previously been notified to the Council by the Applicant, and accepted by the Council as normally residing with the Applicant as members of the Applicant’s family or as persons who might reasonably be expected to reside with the Applicant (hereinafter called “**the Applicant’s Household**”).
3. The Applicant will be responsible and liable for the weekly charges in respect of the Applicant’s occupation of the Premises, in the weekly sum of £ (hereinafter called “**the Sub-Licence Fee**”).
4. The Applicant will also be responsible and liable for Council tax, Gas, Electric, and Water Rates charges in respect of the Applicant’s occupation of the Premises, in such sum or sums as may be notified to the Applicant from time to time.
5. The Applicant will comply with each and every one of the obligations listed hereunder (hereinafter called “**the**

Applicant's Obligations") failing which the Council may terminate this Sub-Licence Agreement forthwith upon notice in writing to the Applicant. The Applicant's permission to occupy the Premises will terminate upon receipt of the said notice in writing and the Applicant will immediately vacate the Premises.

6. Otherwise, this Sub-Licence Agreement will be terminated by the Council upon notice in writing to the Applicant at the conclusion (for whatever reason) of the Council's statutory duty under Part VII Housing Act 1996 to secure that suitable accommodation is available for the occupation of the Applicant, or when the Council decides to remove the Applicant to alternative suitable accommodation pursuant to an ongoing statutory duty under Part VII Housing Act 1996 to secure that suitable accommodation is available for the occupation of the Applicant. In either case the Applicant's permission to occupy the Premises will terminate upon receipt of the said notice in writing and the Applicant will immediately vacate the Premises.
7. This Sub-Licence Agreement may be terminated by the Applicant upon notice in writing to the Council. The Applicant's permission to occupy the Premises will terminate upon service of the said notice in writing and the Applicant will immediately vacate the Premises.

THE APPLICANT'S OBLIGATIONS

The Applicant hereby agrees and undertakes as follows:

- a) To pay the Sub-Licence Fee in the weekly sum of £ from the date upon which occupation of the Premises is to commence, namely and thereafter during the continuation of this Sub-Licence Agreement, such payments to be made each week at any Post Office using the Giro payment book supplied by the Council.
- b) To pay the Council tax, Gas, Electric, and Water Rates charges in respect of the Applicant's occupation of the

Premises, in such sum or sums as may be notified to the Applicant from time to time.

- c) Not to engage in any unlawful or anti-social behaviour, including the abuse or harassment of others on the basis of race, gender or otherwise, in the vicinity of the Premises, and not to permit any such behaviour by any member of the Applicant's Household or any visitor to the Premises.
- d) Not to cause noise or other nuisance to the discomfort of those in the vicinity of the Premises, and not to permit any such behaviour by any member of the Applicant's Household or any visitor to the Premises.
- e) Not to keep pets or animals on the premises with out prior written permission from the Agent.
- f) Not to erect, or arrange to have erected, any radio, television aerials or satellite dishes without prior permission from the Agent.
- g) Premises are provided partly furnished adequate for your families needs and you are **NOT** permitted to bring any furniture or white goods onto the premises without prior written permission from the agent.
- h) Not to connect, or arrange to connect a washing machine to the water supply at the premises without prior written permission from the agent.
- i) Not to sublet or give up the whole of the Premises. If you do this, the Sub-Licence will end.
- j) Not to carry on or advertise any trade or business at the Premises without prior written permission from the Agent.
- k) Whether the Applicant or Council end the Sub-Licence you must return all keys to the agent on the day you leave. You are also liable to pay the use and occupation charges and

any other charges up to the date that your Sub-Licence ends or until the premises are vacated.

- l) If applicable, the Applicant must keep any gardens and paths let as part of the Sub-Licence, clean and tidy, free from obstruction. The applicant must not use the garden to store rubbish, scrap or unsightly objects. The Applicant must not cut down or uproot any trees without prior written permission from the agent. The Applicant must not put a garage, greenhouse or shed in garden without prior written permission from the Agent.
- m) Not to make any structural alterations or additions to the Premises, and not to damage the Premises or any fixtures, fittings and furniture within the Premises, and not to permit any such behaviour by any member of the Applicant's Household or any visitor to the Premises. The Applicant must also keep the Premises in a clean and tidy manner.
- n) Not to prevent or hinder the Council's officers, agents, workmen or other employees entering the Premises at any time to examine the state and condition thereof, and not to prevent or hinder the Council's Licensor, his agents, workmen or other employees from entering the Premises at any time for the purpose of discharging the obligations owed by the Council's Licensor to the Council in respect of the Premises.
- o) Not to store or bring into the Premises or into the vicinity of the Premises any articles whatsoever of a specially combustible or inflammable nature, and not to permit any such behaviour by any member of the Applicant's Household or any visitor to the Premises.
- p) Not to permit any person who is not a member of the Applicant's Household (as defined above) to occupy the premises.
- q) To vacate and to ensure that all members of the Applicant's Household vacate the Premises forthwith upon this Sub-

Licence Agreement being terminated, whether by the Council as provided for in paragraphs 5 and 6 above, or by the Applicant as provided for in paragraph 7 above.

SIGNED:
For and on behalf of the Council, the
aforementioned London Borough of Enfield

SIGNED:
The above named Applicant

Wednesday, 14 April 2021

Members of the Household:

Surname	First Name	Date of Birth	Relation To Applicant

**LONDON BOROUGH OF NEWHAM
NON-SECURE TENANCY AGREEMENT**

This is an agreement between the London Borough of Newham (“the landlord”) and _____ (“the tenant”) for a non- secure tenancy of _____ (“the property”) on the following terms:

1. The tenancy starts on _____ and continues weekly until brought to an end in one of the circumstances set out below.
2. The tenant shall pay a weekly rent of £_____ plus the weekly equivalent of the annual sewage and water rates as charged by the relevant authorities.
3. The property is furnished/unfurnished* [*delete as applicable].
4. If the property is let furnished, an inventory is attached. Unless the tenant tells the landlord in writing within 5 working days of the date of this agreement that the tenant disagrees with it, then the inventory will be taken to be an accurate record of the contents of the property. If the tenant does not think that 5 working days is sufficient time to consider the inventory and to notify the landlord in writing of any disagreement with it, the tenant must notify the landlord within 5 working days and the landlord will consider what, if any, extension of time for consideration of the inventory is appropriate.
5. The landlord will not unreasonably refuse a reasonable request for an extension of time within which the tenant may consider the inventory.
6. The landlord may increase the rent by serving written notice. There are statutory requirements which the landlord will comply with before doing that. In no circumstances will the rent be raised to a level which is unreasonable. Rent increases will not occur more than twice a year.
7. If the tenant does not pay the rent or commits a serious breach of any other term of this agreement then the landlord may bring this agreement to an end immediately and may recover possession of the property. The landlord may need to apply for a Court Order in order to recover possession.

8. The property has been let to the landlord for use as temporary accommodation for occupation by homeless persons on terms which include the provision for the lessor to obtain possession on the expiry of the lease. This tenancy is not protected by the Rent Act 1977 and is not secure within the meaning of the Housing Act 1985. The tenant does not have the right to buy.
9. Either the landlord or the tenant may bring this tenancy to an end by giving seven days written notice to the other. If the tenant gives such notice to the landlord then the tenant shall deliver the keys to the landlord by 12.00 noon on the last day of the tenancy.
10. During the tenancy, in addition to paying the rent, the tenant shall:
 - i) live in the property as his only or principal home, together with such members of the tenant's household as are notified in writing to the landlord;
 - ii) not allow anyone other than those persons mentioned in i) above live in the property unless the landlord consents in writing;
 - iii) only use the property for residential purposes;
 - iv) pay all outgoings in respect of the property which are the responsibility of the tenant to third parties. Such outgoings may include, but are not limited to, utility bills, telephone bills and television licence fees.
 - v) keep the property and its contents in the condition which they were at the start of the tenancy, subject to reasonable wear and tear. This will usually be a good and clean condition.
 - vi) be responsible for repairing any damage to the property, except for those items which are the landlord's responsibility under s.11 of the Landlord and Tenant Act 1985. Section 11 of the Landlord and Tenant Act 1985 is attached:
 - vii) not commit or allow guests or members of the tenant's household to commit on or near the property any acts which cause nuisance or disturbance to any persons or which constitute discrimination or harassment against any person because of colour, sex, race, national origin, religious belief or sexual orientation.
 - viii) not use any equipment in the property which is likely to damage it;
 - ix) keep the property secure at all times;
 - x) not make any alterations to the property;
 - xi) not use any Calor gas or oil burning appliances;
 - xii) not have any open fires in any part of the property;
 - xiii) keep any smoke detectors in working order and take proper precautions against fire;
 - xiv) notify the landlord of any damage to the property which might give rise to an insurance claim within 3 working days of the damage occurring. Examples of such damage are fire, flood, or any other damage to the property which is not of a minor nature.
 - xv) not fit any locks or padlocks without the prior written consent of the landlord. The landlord will not unreasonably withhold its consent;
 - xvi) allow employees or contractors of the landlord to enter the property on reasonable notice (which means a minimum of 24 hours except in an emergency) for the purposes of a) viewing and recording the condition of the property; b) carrying out works of repair, maintenance, renewal, replacement or cleaning to the property or adjoining properties;
 - xvii) not display at the property so as to be visible from outside any offensive poster, notice, advertisement, sign or name;
 - xviii) not keep any animal or pet in the property or in any communal area of the building in which the property is situated without the prior written permission of the landlord;
 - xix) remove all the tenant's belongings from the property when giving up possession.

11. Where there is more than one tenant, then each of them is responsible for the tenant's obligations in this agreement.
12. If the landlord needs to contact the tenant or serve notice on the tenant in relation to this agreement, the landlord may do so by leaving documents at the property or sending them by post to the property.
13. The tenant may serve notice on the landlord by writing to the Director of Housing, The Housing Department, Bridge House, 320 High Street, London E15 1EP.

SIGNED _____ (TENANT)

SIGNED _____ (LANDLORD)

NAME OF SIGNING OFFICER _____

DATE _____

Appendix 3- Repairs Priority List

REPAIRS PRIORITY LIST

The following 3 tables outline the Priority A, B and C Repair functions. Repair obligations, which are not mentioned in these 3 tables but are considered the responsibility of the landlord, will also need to be completed within a period of time deemed reasonable by the Council.

Priority A: Make safe within 2 hours; maximum time for completion of 24 hours.

- No drinking water
- No heating & or Hot Water - if heating cannot be fixed within 2 hours, temporary heating must be supplied by the Provider
- Flooding (initial works required to make accommodation habitable)
- Blocked drains and sanitation
- No lights or power
- No lighting to communal areas (complete failure)
- Dangerous electrical faults (exposed wires, overheating of switches or sockets, flickering lights)
- Burst pipes, defective tanks or serious leaks causing flooding
- Blocked toilets
- Gas leaks
- Dangerous structures – floors, ceilings, walls & windows etc.
- Removal of racist or sexist graffiti, or graffiti of an offensive nature to gay men and lesbians
- Replacement of missing or badly damaged manhole covers

Priority B: Maximum time for completion 5 working days

- Replacement of a damaged toilet pan
- Blocked waste pipes (other than toilets: see above)
- No cold-water supply to bath and basin
- Restoring heating and/or hot water (if not possible within 24 hours and after temporary heaters have been supplied)
- Temporary repairs to cover defective flat or pitched roofs where there is serious water penetration
- Mending minor leaks on water pipes
- Repairing leaking cone/soil joints to toilets
- Repairing leaks to soil pipes/soil vent pipes generally
- Repairing or renewing ball valves (overflows, water hammer)
- Repairing defective extractor fan (internal bathroom/kitchen only)
- Replacing broken wash hand basin
- Repairing defective entry-phone system
- Restoring flush to toilets
- Broken fridge/freezer
- Broken oven and/or hob
- Broken glazing
- Blocked down pipes/guttering

Priority C: Maximum time for completion 28 working days

- Re-securing wash basin
- Repairing blocked and/or damaged rain-water gutters and pipes
- Replacing glazing to communal areas
- Replacing chimney pot or cowl
- Replacing fittings to windows and/or external doors
- Mending faulty taps

- Replacing zinc or lead flashings
- Replacing ridge/eaves tiles and cement fillets
- Replacing or repairing internal fire doors
- Replacing defective fire bricks or parts for open fires
- Repairing and/or replacing fittings for metal casement windows and doors
- Replacing window sash fastener/sash cord
- Replacing rotten, loose or defective flooring
- Replacing toilet cistern
- Replacing waste trap or fitting
- Repairing faulty stop valve or drain down cock
- Replacing bath
- Replacing kitchen units (including sink units/taps)
- Replacing external doors
- Replacing window/frames
- Dry lining condensation treatment
- Repairing or replacing wall tiling/splash backs
- Fixing or replacing air bricks
- Repairing or renewing tile surrounds
- General brickwork repairs (rebuilding piers, boundary walls)
- Repairing or replacing stone, concrete, tile or wooden window sills
- Repairing timber staircases (not dangerous)
- Replacing or repairing external fascia/soffit/barge boards
- Repairing or replacing fencing/gates
- Redecoration following repair works
- Replacing or repairing gully grids
- Plaster repairs to ceilings or walls
- External rendering
- Repairing internal floor screeds
- Repairing external floor screeds
- Repairing external paving/concrete aprons

Appendix 4 - Model Complaints Procedure

Introduction

At (Name of Provider) we want to give you high quality services. However, there will be times when things go wrong or you don't think that we have got it right. When this happens, we want to hear from you so we can try and sort out the problem. You have the right to complain and we can learn valuable lessons from what you tell us. Making a complaint won't affect your right to receive a high quality service.

Stage 1 – Informal Complaint

If you are unhappy with the service you have received, you should raise it first with the officer dealing with the matter concerned. They will do their best to try and resolve the problem as soon as possible. They will also make a record of your complaint.

Stage 2 – Formal Complaint

If you are not happy with the response you get, you can make a formal complaint. To do this, you should contact the manager responsible for complaints (state who this is) and explain why you are unhappy with the service that you have received. The manager will investigate your complaint and send you a written response within 10 working days. A record will be kept of both your complaint and the response.

Please note that this procedure cannot deal with issues that are subject to legal proceedings.

Appendix 4 (i) - Model First Warning Letter

Date:

Name:

Address:

Dear

Re: COMPLAINT

As you are aware, we have been investigating complaints made against you. It has been alleged that:

(Briefly summarise in a paragraph the alleged conduct of the tenant which has resulted in the warning letter).

There is evidence to suggest the allegations are true. Your conduct/your child's conduct/your visitor's conduct (delete as applicable) is a breach of your tenancy conditions. When you signed your tenancy agreement on _____, you agreed to the terms and conditions of tenancy. Clause x of your tenancy agreement states (quote the relevant part which prohibits the conduct being complained of in the letter).

Your alleged conduct is unacceptable. We will continue to monitor the situation and, if there are any further complaints, legal action will be taken against you, which could lead to your eviction.

Please note that if you are evicted because of your behaviour, you may be found to be 'intentionally homeless' if you make an application for re-housing to the Council. Under these circumstances, the Council will have no obligation to re-house you,

Yours sincerely,

Appendix 4 (ii) - Model Second Warning Letter

Date:

Name:

Address:

Dear

Re: Notice To Quit

I refer to the warning letter that was sent to you on _____, in which you were informed that legal action may be taken against you if you continued to breach your tenancy conditions by (briefly summarise the alleged conduct of the tenant which resulted in the warning letter).

Since the warning letter was sent we have received further complaints of similar incidents that identify you as being responsible. (Briefly summarise the further complaints).

In the circumstances, we have decided to serve you with a Notice To Quit. After the notice period has expired, we may, without further notice being given to you make an application to the court for a Possession Order.

Please note that if you are evicted because of your behaviour, you may be found to be 'intentionally homeless' if you make an application for re-housing to the Council. Under these circumstances, the Council will have no obligation to re-house you,

We would advise you to seek independent legal assistance with this matter.

Yours sincerely,

Appendix 5 - Model Provider's Inspection And Occupancy Check Form

Address: _____ Date: _____

_____ Inspector: _____

House OR Flat: _____ Floor: _____

Service User name _____

Service User contact number _____

External/ (Garden, Drive, ancillary buildings, Communal areas)

Internal areas - Check List

Lounge	Kitchen	Bathroom	Toilet		Hall	Landing	
Flooring	Flooring	Flooring	Flooring	Flooring	Flooring	Flooring	
Curtains	Curtains	Curtains	Curtains		Banister	banister	
	Tiling	WC	Decor	Decor			
	Bath Panel	Basin	Window	window			
	Cooker	Basin					
		Fridge	Bath				
		Worktop	Shower Enclosure				
		Units	Shower Curtain				
		Floor seal	Floor seal				
		Fire Door					
Window	Window	Window	Window				
Decor	Décor	Decor	Decor				

Appendix 6 - Model Template for Performance Reporting

Provider Name:

Period Covered:

Properties

Number of Properties Acquired			
Number of Relets			
Number of Property Handbacks			

Complaints add column which asks whether referred by the Council or tenant complained direct

Summary:	
Complaints Received	
Complaints Upheld	
Complaints Resolved	
Complaints Ongoing	

Details:

Address	Tenant Name	Date of Complaint	Nature of Complaint	Action Taken	Outcome & Date Completed

Tenancy Terminations

Address	Tenant Name	Date Tenancy	Reason

Repairs

	Number completed on time	Number not completed on time
Priority A (completion target within 24 hours)		
Priority B (completion target 5 working days)		
Priority C (completion target 28 working days)		

Possession Action

Should include all cases with ongoing legal action

Address	Tenant Name	Reason for Action	Action Taken/Status	Is a Transfer Required?

Number of cases where action failed/reason provided.

Racial Incidents

Date	Incident Details	Action Taken

Appendix 7 - Model Annual Performance Review Meeting Agenda

- Minutes and Matters Arising
- Portfolio Breakdown/Mix
- Procurement
- Housing Management Issues
 - Gas Checks
 - Performance Statistics
- Legal Proceedings
- *adam*
- Payments & Invoicing
- Any Other Business
- Date of Next Meeting

Appendix 8 - Transfer Request Form

Provider	
Name of Tenant	
Address	
Contact Phone No.	
Housing Ref. No.	

Date of Request	
Reason for Request	Overcrowding/ Disrepair/ Medical/ Harassment/ Lease Expiry/ Other
Date Notice Served	

Property Size	
Lease Expiry Date	
Tenancy Start Date	

List Current Household Members (including date of birth, gender and relationship to tenant)	1.	5.
	2.	6.
	3.	7.
	4.	8.
Has this changed since originally housed?		

Full Details of Reason for Transfer (plus details of what actions the Provider has taken)	
---	--

For Council Use Only :-	
Actions Required:	
Property Inspection?	
Refer to Panel? Type?	
Other Actions Required	
Check on Rent Arrears or possession for any other reason (eg discharge of duty etc).	
Transfer Decision	

Appendix 9 - Transfer Procedure

[for Waltham Forest]

Lease Expiries and Other Property Hand backs

The Provider shall serve a Notice to Quit on Service User with a covering letter explaining that the Notice is being served due to lease expiry/property hand back. The current household composition must be checked and proof of identity (e.g. passport, full birth certificate, benefit entitlement letter) and residence (e.g. official letters addressed to property) obtained for any new household members.

In addition, proof of current receipt of Child Benefit (e.g. letter from Child Benefit Agency listing the names of the children) must be obtained for all dependant children in the household and recent proof of residence (e.g. an official letter addressed to the property) must be obtained for all adults living in the household (including grown up children of the Service User) apart from the Service User and partner.

Original documents must be seen. The Provider shall certify any copies taken to show that the original document was seen. The information should be passed to the TAT.

The Provider shall serve a Notice to Quit (NTQ) on the Council. The date for expiry of both NTQ's served will be the same.

The Council will place the tenant on its transfer list with a view to making an offer of suitable alternative as soon as possible and preferably before the expiry of the NTQ.

Should the tenant not be rehoused before the expiry of the NTQ, the Council will update the Provider on the likely prospects/time scale for rehousing. The Provider will discuss the hand back with the landlord to assess the urgency for it and whether a delay is acceptable before initiating possession procedures.

Major Disrepair

The Provider shall submit an expert report confirming the works required and that the Service User will not be able to remain in occupation during the works. Such Homes will require inspection by a Property Standards Officer before they can be accepted back on to the Scheme after repair. Homes will not be paid for during the period that they remain uninhabitable.

Statutory Overcrowding/Under Occupation

Where there have been additional children born since a family was originally housed, the Council will need to be provided with copies of the full birth certificates and proof of receipt of Child Benefit. If this documentation is in order, the Council will assess whether a transfer is needed.

If there are additional family members (not new children), then it may be necessary to have the family reassessed to establish whether there is a duty to them. If there is a duty, then the Council will consider a transfer. However, transfers will not normally be agreed in cases where Service Users have caused overcrowding by inviting extra people to come and live with them.

If household members have moved out of the Home, the Council will need evidence of this and details of their new address.

Domestic Violence and/or Harassment

All cases of domestic violence and harassment shall first be investigated by the Provider (please see Section 20). If the Provider considers that a transfer is needed, then the AO will consider authorising a transfer. Before the AO agrees to a transfer, he will need to see a supporting report and recommendation from the Provider, including any available evidence such as statements from the police and other agencies.

Medical Reasons

The Council will ask the Service User to complete a Disability and Health Questionnaire online and to enable assessment of whether the Home is suitable or not.

In All Cases

The AO will inform the Provider and the Service User of the transfer decision.

If the AO agrees to a transfer, the Provider may be asked to identify a suitable alternative accommodation for the Service User. If the Provider has no suitable Homes available then the Council will offer the Service User a suitable Home when one becomes available. If the transfer is due to disrepair or early hand back, the Provider shall be required to assist with or pay for the Service User's removals.

In exceptional circumstances, where there are pressing reasons for a Service User to be moved, the AO will consider requests for transfers for cases that fall outside these procedures.

Appendix 10 - Policy On Harassment and Domestic Violence

1. Harassment

- 1.1. Harassment includes attacks on property as well as on the person. It can include physical or verbal abuse.
- 1.2. Harassment is cruel, unwelcome and debilitating.
- 1.3. Harassment targets people on particular grounds. It is distinct from and should not be confused with inter-neighbour disputes, general nuisance and other forms of antisocial behaviour.
- 1.4. Victims of harassment are the targets of words, actions or omissions intended or likely to cause them fear, harm, distress or confusion, or to make it difficult for them to use the facilities or opportunities which would otherwise be available to them, including the quiet and safe enjoyment of their homes and surroundings.
- 1.5. Groups of people can be the target of harassment for many reasons. Some of the people concerned are:
 - African, Caribbean, Asian or belong to other racial or/and minority ethnic groups,
 - Women,
 - Disabled people,
 - People with mental health problems,
 - People with learning difficulties,
 - Lesbians or gay men,
 - Older people aged 50 and over,
 - Young people aged under 25,
 - People with HIV/AIDS, and/or
 - People facing economic disadvantage.
- 1.6. People may also be targeted for harassment on other grounds. For example, they may be harassed because of their religion or because they are lone parents.
- 1.7. People may also be harassed on more than one of the above grounds and face multiple abuses, for instance because they are disabled and from an ethnic minority.
- 1.8. Both Redbridge Council and Waltham Forest Council seek to counter any and all discrimination, violence and harassment directed against all people living in their Borough.
- 1.9. Harassment may be direct or indirect and includes:
 - Verbal abuse,
 - Insults,
 - Intimidation,
 - Attacks on or damage to property and possessions,
 - Threatening or abusive behaviour,
 - Racist, homophobic or other abusive graffiti,
 - Unprovoked assaults including common assault,
 - Actual bodily harm and/or grievous bodily harm,
 - Arson or attempted arson,
 - Use of dogs,

- The sending of threatening letters,
- The making of abusive telephone calls,
- leaving rubbish outside a person's door or putting it through their letter box,
- The taunting of children,
- Organizing and/or participating in any activity calculated to deter a person from either occupying a dwelling or living peacefully within it,
- Unjustified complaints of noise,
- Knocking on doors and windows at unsociable hours,
- Any act or omission calculated to interfere with the peace or comfort of any person,
- Any act or omission calculated to inconvenience any person.

2. Domestic Violence

Domestic Violence Definition

In the housing context the definition in the Housing Act 1996 must be applied, which states that:

It is not reasonable for a person to continue to occupy accommodation if it is probable that this will lead to domestic violence against her/him, or against a person who normally resides with her/him as a member of his family, or any other person who might reasonably be expected to reside with her/him.

For this purpose "domestic violence", in relation to a person, means violence from a person with whom he is associated, or threats of violence from such a person which are likely to be carried out.

A person is "associated" with another person if:

- *they are or have been married to each other;*
- *they are cohabitants or former cohabitants;*
- *they live or have lived in the same household;*
- *they are relatives;*
- *they have agreed to marry one another (whether or not that agreement has been terminated);*
- *in relation to a child, each of them is a parent of the child or has, or has had, parental responsibility for the child*

If a child has been adopted or has been freed for adoption by virtue of any of the enactment's mentioned in section 16 (1) of the Adoption Act 19762, two persons are also associated with each other for the purposes of this Part if:

a) one is a natural parent of the child or a parent of such a natural parent, and

3. Domestic Violence - Procedure

- 3.1. Domestic violence is a pattern of coercive control, which includes combinations of physical, sexual, psychological and financial abuse by a current or former partner. In extreme cases this includes murder.
- 3.2. The Council requires its Providers to attend awareness training on domestic violence and have information available for themselves and their tenants regarding agencies that support those experiencing domestic violence.
- 3.3. The Council requires its Providers to deal with reports of domestic violence sensitively and in a timely manner. If a crime has been committed, victims shall be encouraged to report it to the police and to record the crime reference number.

- 3.4. The Council expects its Providers to take note of signs of domestic violence when speaking with the client and where circumstances allow ask if the client requires support or advice in this regard.
 - 3.5. Where the perpetrator is not within the home and the client is looking for additional security the Provider should deal with this, liaising with the AO where necessary.
 - 3.6. Where the client is not looking to leave the relationship and/or property at this stage a referral for advice and support should be offered and the referral carried out where accepted as informed by the AO.
 - 3.7. Where the client is fearful of remaining in the property the client should be referred to the Housing Options Centre for further assistance. A referral for advice and support should be offered and the referral as informed by the AO.
 - 3.8. Providers shall take great care not to give any information relating to the Service User's current whereabouts to the alleged perpetrator.
- b) *the other is the child of a person: who has become parent of the child by virtue of an adoption order or who has applied for an adoption order; or with whom the child has at any time been placed for adoption.*

Appendix 11 - Model Court Action Form

For **Redbridge and Waltham Forest**

Notification of intention / need to commence possession proceedings due to nuisance or other breach of tenancy conditions	
Provider	
Tenant	
Address	
Reason for warning	
Date warning letter 1	
Date warning letter 2	
Reason for NTQ	
Date NTQ expired	
List incidents, dates and actions taken by Provider	
Please attach to this form, copies of all warning letters sent and any file notes detailing relevant incidents and actions taken.	
As this information may be relied upon in court, please sign to confirm that this is a complete and accurate account of events. Please note that you may be called upon for witness statements, affidavits and court appearances as required.	
Signature and Date	

Appendix 12 - Sample Notice To Quit (front page)

For Redbridge and Waltham Forest only

NOTICE TO QUIT

(BY LANDLORD OF PREMISES LET AS A DWELLING)	
Name and Address of Tenant	To Of
Name and Address of Landlord	We, on behalf of your landlords, The Mayor and Burgesses of the London Borough of Waltham Forest of Town Hall, Forest Road, Walthamstow, London E17
	give you NOTICE TO QUIT and deliver up possession to them
Address of premises	of
Date for possession	On _____, or the day on which a complete period of your tenancy expires next after the end of four weeks from the service of this Notice.
Date of Notice	Dated _____
	Signed _____
Name and Address of Provider if Provider serves Notice.	

INFORMATION FOR TENANT

(See Note 2 overleaf)

1. If the tenant or licensee does not leave the dwelling, the landlord or licensor must get an order for possession from the court before the tenant or licensee can lawfully be evicted. The landlord or licensor cannot apply for such an order before the notice to quit or notice to determine has run out.
2. A tenant or licensee who does not know if he has any right to remain in possession after a notice to determine runs out can obtain advice from a solicitor. Help with all or part of the cost of legal advice and assistance may be available under the Legal Aid Scheme. He should also be able to obtain information from a Citizens' Advice Bureau, a Housing Aid Centre or a Rent Officer.

[P.T.O.]

Sample NTQ (back page)

NOTES

3. Notice to quit premises let as a dwelling must be given at least four weeks before it takes effect, and it must be in writing (Protection from eviction Act 1977, s. 5 as amended).
4. Where a notice to quit is given by a landlord to determine a tenancy of any premises let as a dwelling, the notice must contain this information [The Notices to Quit etc. (Prescribed Information) Regulations 1988].
5. Some tenancies are excluded from this protection: see Protection from Eviction Act 1977, ss. 3A and 5(1B).

For official use : (Delete the options that do not apply)

I certify that on (date) _____ I served this Notice To Quit by,

- [a]. personally delivering it to the premises and posting it through the letter box.
- [b]. personally serving the defendant this notice by handing it to them.
- [c]. posting it by first class mail, recorded delivery number.

Name (printed)

Signature

Appendix 14 - Termination of Non Secure Tenancy / Handback of Property Form

You always need to complete sections one and two of the form. Please complete section three if the property is being handed back.

For Redbridge email to the Contract Monitoring Team on [first name].[last name]@redbridge.gov.uk

For Waltham Forest email TAContractsTeam@walthamforest.gov.uk

For Newham Email - Hsg-tascontractmonitoring@newham.gov.uk

Section 1) General Details

Provider: _____ Date Sent: _____

Person completing form: _____

Property Address: _____

_____ Postcode: _____

Section 2) Termination of tenancy

Name of tenant: _____

Date tenant left: _____ Date tenancy ended: _____

Reason tenant left: _____

Forwarding address (If known): _____

_____ Postcode: _____

Section 3) Hand Back of Property

Date property handed back: _____

Reason property handed back: _____

--

Termination of Non Secure Tenancy Form

Newham

Tenant Name(s):

Address:

Name of Agent: UPRN:

Local Space Equity PSL Agent Non-secure

Local Space Acquired PSL Direct HAC Lease

Case Number: Caseworker:

I/we formally surrender the tenancy at the above address.

I/we will be moving to

Local Space Equity PSL Agent Non-secure

Local Space Acquired PSL Direct

Reason for moving (details of reasons on page 3): ✓

BOUOWN	FOUNDPR	HOSPITL	LOWCOST	MOBILITY	PRISON	RETRNFA	ANTISOB
ARREARS	EVICHBK	REFUSAL	SQUATTR	UNAUTHD	AFFORD	DISREPR	EMERGCY
HANDBAK	HARSMNT	LBNNONS	MEDICAL	OVERCRO	PRIS193	REPOSSD	SPLITHH
SUITABL	UNDEROC	NOHBOND	QUALOFR	ABANDON	DECEASD	HOUASSC	LBNTENY
OTHLA							

The caseworker at HOC must be informed if the client is leaving Newham accommodation.

Rent Termination Date: (Sunday)

Rent Account Number: (10 digits)

Are there rent arrears? Yes No If Yes: £

This form should be placed in the Voids In-tray for the Voids and Admin Officers to process.

Office use only

Rent Account Closed Void Status Updated Tenancy end date Updated

Date sent for scanning

Appendix 15 - Lease Renewal Notification Form

(subject to T &C of Prevailing Contract)

Provider:			Council use only:		
Address:	Tenant:	Renewal Date:			

DS Note - App 16 Deleted – no invoices required

Appendix 17 - Referral Criteria For The Waltham Forest Temporary Accommodation Resident Support Service

In the event a Provider believes an individual/household in a Private Sector Leased Home, where the Council is the landlord, is not “coping” with their tenancy, the Provider should refer the case to the TAT, in writing, giving a full account of any problems/incident (s). The TAT will, in turn, decide if the case needs to be passed on to the Council's Tenant Support Service.

The Tenant Support Service will, under the Supporting People Programme, extend housing-related support and/ or advice to “vulnerable” people placed in Private Sector Leased Homes. The person may be vulnerable for the following reason (s) - (this is not an exhaustive list):

- Mental health
- Physical disability
- Older person
- Chronic health problems

Please note that referrals can be made in the absence of any of the above criteria and only by a nominated person in the TAT, so long as it has been identified that the person/household is unable to manage their tenancy and live independently. This inability to cope could manifest itself in a number of ways (as stated below). In some instances, cases identified by the TAT may already have been referred to the Tenant Support Service by the Council's Support & Resettlement team), who will support the individual(s), for a period of up to 6 weeks in the Private Sector Leased Home, before passing them on to the Tenant Support Service, where there is an ongoing support need (all such cases will be notified to the TAT, in order to avoid duplication).

- Deterioration in the living conditions, e.g. hoarding.
- Erratic behaviour
- Failure to engage with other services, e.g persistently denying access to contractors
- Debt (benefit maximisation)

The overarching theme/objective is to try and ensure that vulnerable people are able to live independently and sustain tenancies in the community, through identifying and meeting their support needs.

Notwithstanding the above stated, the Tenant Support Service reserves the right to decline referrals which are deemed to be inappropriate, i.e. instances where the Provider should be dealing with the matter(s).

Finally, the outcome of each case will be notified to the nominated person in the TAT.

Appendix 18 - London Borough of Waltham Forest Equalities Policy

Action Not Words

Equalities Policy

Our equalities vision

Our equalities vision is to make Waltham Forest a proud and prosperous borough where:

- All have an equal opportunity to participate and receive services according to their needs
- Individuals are respected and their contributions are valued
- Where people are proud to live, work and visit and
- Where cultural diversity is celebrated.
- To achieve the above vision, the London Borough of Waltham Forest will:
- Promote equality of opportunity
- Oppose all forms of discrimination, intolerance and disadvantage
- Ensure our workforce reflects the diverse communities of Waltham Forest at all levels of the organisation
- Provide fair, appropriate, accessible and excellent services to all

Waltham Forest

Waltham Forest is proud of its rich mix of communities, cultures, faiths and life styles. The boroughs' population comprises 35% from minority ethnic communities, 49% of the total population is male and 51% female. Nearly 57% state their religion as Christian, and 15% state they are Muslim. In health matters, one in six people identify themselves as suffering from a long-term illness.

We want to celebrate this richness by making a commitment to deliver a range of services and employment practices that reflect the range of needs and aspirations of local people.

We accept that people are discriminated against on a number of grounds including age, disability, ethnicity and race, faith, gender, and sexuality and as a result may be denied the opportunity to participate within mainstream society.

This policy marks the beginning of how the Council will address these inequalities

Our equalities commitments:

We will continue to improve our services to you.

We will inform residents about their rights

We are committed to delivering excellent, Flexible, culturally appropriate and accessible services to all residents.

Our staff is committed to promote and implement equalities within their jobs.

We are committed to a work force that reflects our local community at all levels to ensure that equalities is embedded within the heart of the organisation.

What are we doing?

The time is right to raise the profile of equalities work, to develop strategic linkages with our other partners to improve service delivery and employment practices.

We have begun to drive the equalities agenda forward. We are proud to have published our first Race Equality Scheme and Action Plan setting out the Council's priorities for promoting race equality and eliminating discrimination as required out in the Race Relations (Amendment) Act 2000.

We have established a Council Equalities Board and directorate based Equalities Boards, which guide the equalities framework.

We are on a change programme to improve the quality and range of services we deliver by listening to comments made by our colleagues from other government agencies. Much of what they have said is similar to what you - our residents and service users - have said.

In addition, the Community Plan 2003, which was drawn up with our Strategic partners, identifies a number of priorities that influence the change programme. These priorities are being reviewed for publication of a longer-term Community Strategy in 2005 but are likely to maintain a focus on making Waltham Forest a place where people choose to live because they:

- Lead active lives in a vibrant borough
- Feel safe and secure
- Enjoy equality and prosperity
- Live in happy, thriving neighbourhoods
- Have a sense of belonging and feel included

How will we deliver excellent services to our community?

Improve equality practices at a corporate and departmental level.

Carry out service reviews to ensure that equalities is embedded within the service delivery framework

Improve access to information using a range of communication channels and outlets

Raise the profile of our customer feedback channels for communication and feedback so service users and helpers can express their views and opinions about service planning and delivery

Publish the findings of all consultation exercises on the Council website

Act upon all complaints about our services promptly.

Developing a workforce that reflects the Community

A diverse workforce is one of the ways to deliver excellent and appropriate services. We want you to come and work with us and help us to deliver a range of excellent services.

We want our staff to feel valued for their skills and expertise.

We will ensure that all employees have access to employment and skills opportunities, and that there is openness and transparency in recruitment processes, training, skills development, work delegation and appraisals. We will implement fair employment and equal pay policies and practices.

We will create an environment where staff feel supported in challenging discrimination and harassment.

We will challenge those staff who are found to participate in anti-social or discriminatory behaviour against their colleagues or service users.

All staff will be supported in their learning to identify discriminatory practices and how to remove those institutional barriers that reduce the quality of service.

Responsibilities for delivery

- Waltham Forest Council elected members and chief officers are responsible for leading the Council into the future using a number of structures:
- Heads of Services together with their Senior Management Teams are responsible for the implementation of equalities practices in service delivery and recruitment by setting equalities targets
- Our Council Equalities Board is responsible for leading and reviewing equalities work.
- The External Equalities Scrutiny Group scrutinises all the equalities work undertaken by the Council
- Each directorate Equalities Board monitors the implementation and progress of equalities in the services through their equalities plans
- Our Human Resources team oversees a range of personnel functions, which determine employment policy for the Council.

Monitoring progress and reviewing targets

The process of monitoring has begun by a self-assessment, audit and scrutiny using a range of performance indicators and standards.

We have begun putting into place monitoring systems showing service take-up, and highlighting underperformance against targets. This service take-up data informs our service planning.

The External Equalities Group will conduct an annual audit and identify remedial action that will assist in progressing our equalities agenda.

We will publish our statutory equalities performance indicators, performance against our equalities action plan and highlight any good news stories in our local newspapers and the council bulletin.

Our LSP will monitor progress against our Community plan, which underpins our service delivery equality commitment.

Relevant legislation and good practice guidelines

Our commitment is supported by a range of Government legislation and good practice guidelines that set the framework for the equalities policy and action plan.

We are committed to meeting our obligations under these laws.

- Equal Pay Act 1970 and Amendment 1983
- Sex Discrimination Act 1975
- Race Relations Act 1976 and the Race Relations (Amendment) Act 2000
- Disability Discrimination Act 1995
- Human Rights Act 1998
- European Union Equal Treatment Directive 2000 setting out Anti Discriminatory Measures in employment

- Employment Equality (Sexual Orientation) regulations 2003
- Employment Equality (Religion or Belief) regulations 2003

For more details please refer to our Corporate Equality Plan. This is available on the Council's website and from our Strategy and Social Inclusion Team. Telephone number: 020 8496 4588.

Appendix 18 - London Borough of Redbridge Customer Care and Equal Access Policy (for Redbridge)

Customer Care and Equal Access

Redbridge Housing adopts as its policy statements on Equal Opportunities and Equal Access the Council's policy statements:

“Equal Opportunities (Employment) Policy Statement”
“Serving Redbridge - Access To Services”

Included in this report is Redbridge Housing's Customer Care Policy Statement.

1. Definition

- 1.1. Customer Care can be defined as an approach to providing services that is sensitive and responsive to the needs of groups and individuals, and that aims to be both fair and effective.
- 1.2. Equal Access is about recognising the barriers faced by disadvantaged people in our society, and about ensuring that procedures and working practices allow all groups the right of access to opportunities and services.

2. Context

- 2.1. The principles underlying customer care and equal access can and must be applied to all aspects of our service delivery. We should aim to be:
 - Proactive - in seeking ways to improve our services and to make them available to all, and
 - Reactive - to our residents' needs and wants.

3. Relevant Legislation/Policy

3.1. Equality Act 2010

The Council expects and requires all Providers to respect and adhere to their Equality and Diversity Strategy. The Council further requires their Providers to adhere to the Commission for Racial Equality's (CRE) Rented Housing Code of Practice. Section 42 (3)(a) of the Equality Act 2006 provides that a code of practice issued by any of the legacy commissions continues to have effect until revoked by the Secretary of State at the request of the Equality and Human Rights Commission.

The Council requires that all providers respect and adhere to Section 149 of the Equality Act 2010 Public sector equality duty and the general equality duty. Those subject to the general duty must, in the exercise of their functions, have due regard to the need to:

- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
- Advance equality of opportunity between people who share a protected characteristic and those who do not.

Foster good relations between people who share a protected characteristic and those who do not.

4. Race Relations Act 1976

The Race Relations Act makes it unlawful to discriminate against a person directly or indirectly on racial grounds.

5. Sex Discrimination Act 1975

5.1. The Sex Discrimination Act makes it unlawful to discriminate against a person directly or indirectly on the grounds of sex and/or marriage.

5.2. The Council's corporate complaints procedure: "How to Compliment, Comment, Complain" (see Appendix E)

5.3. The Council's corporate policy: "Serving Redbridge - Access to Services" (see Appendix F)

5.4. The Council's Equal Opportunities Policy Statement

5.5. The Council's Equal Opportunities Policy Statement states that:

"the Council is committed to promoting actively equality of opportunity and opposing all forms of discrimination against people because of their colour, race, ethnic or national origin, gender, disability, culture, religion, age, political or trade union affiliation, marital status or that they are lesbians, gay men or bisexual men or women."

6. Policy Statement

6.1. Redbridge Housing provides a generic, social housing management service to 6599 tenanted and 1701 leasehold properties.

6.2. Our aim is to ensure this service is high quality, cost effective and responsive.

6.3. We achieve this by:

- Being easily accessible to tenants and leaseholders for information, advice and assistance on housing management matters
- Facilitating and actively supporting Council-wide policies such as Equal Opportunities and Equal Access to Services
- Maximising the involvement and participation of Tenants and Leaseholders in the management and development of the Housing Service
- Raising awareness among tenants and leaseholders about other Council services by providing information and advice
- Ensuring visitors to our offices are seen within 5 minutes
- Answering phone calls within 6 rings
- Acknowledging letters within 1 working day and replying to them within 10 days
- Responding to complaints within 10 days
- Ensuring residents with special needs can access all our services

- Providing a range of information and literature about other services
- Consulting residents about our work practices and procedures

7. Procedures and Practices

- 7.1. The ethos of adopting a customer caring attitude and ensuring equal access to our services is applied to all our procedures and practices. This means a flexible approach is adopted when following our procedures and practices.
- 7.2. As an example, the Neighbour Nuisance procedure states that complainants should be advised to put their complaints in writing. However it is acceptable subject to the Senior Neighbourhood Officer's agreement for this not to be done if the tenant's first language is not English or if they have difficulty in writing.

8. Practical Ways to Enable Equal Access

- 8.1. Redbridge Housing assists disadvantaged groups to access our services in a number of practical ways:
- The Minicom system is available at neighbourhood offices and the Housing Advice Centre.
 - Translation and Interpretation are available at all housing offices. This enables visitors' enables visitors and telephone callers who do not speak English to communicate in any one of 142 languages through the use of an interpreter. Advice about the Language Line in community languages is provided with a number of our standard letters
 - We can arrange for a signer or interpreter to be present during personal interviews
 - We provide written information about our services in community languages, Braille, large print, and audio tape on demand.

9. Our Staff

- 9.1. To our residents our staff **"are"** Redbridge Housing

Our staff therefore:

- Behave courteously and are smartly dressed
 - Carry and display proof of identity
 - Give their name when requested
 - Treat the homes of residents with respect
 - Are friendly, welcoming and helpful
 - Deal with people promptly
 - Show patience, understanding and sensitivity when dealing with people's problems
 - Adopt a non-judgmental approach
 - Comply with the Council's equal opportunities policy
- 9.2. Redbridge Housing recognises the importance of continuing staff development to achieving quality services. Staff training on customer care, equal opportunities and assisting with care in the community are training priorities.

10. Other Agencies and Services

10.1. Redbridge Housing has close working relationships with other agencies and services.

These are:

- Other Council services, such as the Community Mental Health Team
- Other public services, such as the Department of Social Security
- Voluntary agencies, such as Redbridge Racial Equality Council

10.2. Working in partnership with the Housing Aid Centre we try to ensure that sensitive allocations are made for care in the community clients, children leaving care and adults with learning difficulties

10.3. Information - leaflets and application forms - about other agencies and services are free and available from leaflet racks in our public reception areas.

10.4. We accept and redirect correspondence and forms for other Council departments (e.g. Housing Benefit forms). A photocopy is taken and handed to the tenant with a receipt.

10.5. Referrals for social work support are made by contacting the Community Care Advice Centre.

Immediate referrals should be made in the following circumstances:

- Cases where child abuse or neglect is threatened or suspected
- Threats of suicide

11. Listening to Residents

11.1. Redbridge Housing recognises that our tenants and leaseholders have an essential part to play in shaping the services we provide. We are committed to consulting residents, listening to what they have to say and responding to their needs. We do this by:

- Attending Resident Association meetings. We aim to have an officer attend every Resident Association meeting held
- Holding Regular Housing Group Service meetings
- Consulting with the Neighbourhood Forum and other community groups on our practices and procedures
- Consulting residents about nominations to the Housing
- Renewals and Improvements Programme
- Inviting representatives from Residents Associations to participate in Estate Inspections on a quarterly basis
- Sending to tenants a short reply-paid questionnaire about the standard of repairs carried out

- Asking new tenants if they find the welcome pack helpful
- Contacting all new tenants within 1 month to find out how they are getting on

12. Complaints

12.1. Redbridge Housing deals with formal complaints through the Council's corporate complaints procedure: "How to Compliment, Comment, and Complain" (see Appendix E)

This procedure:

- Helps us identify what we are doing well and what we need to do better
- Gives us a chance to put right any mistakes we may have made
- Encourages residents to give us their opinions of the services we provide
- Shows we value our residents' opinions

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Customer Care Policy Statement

Our Policy

We undertake to provide services in a way that is sensitive and responsive to the needs of groups and individuals, and that is both fair and effective. In every aspect of our service delivery we aim to be:

- Proactive - in seeking ways to improve our services and to make them available to all, and
- Reactive - to our residents' needs and wants.

We are committed to:

- Providing the highest quality service possible within available resources
- Behaving in a courteous and respectful manner, showing patience and understanding in all our dealings with residents and service users
- Ensuring our staff are trained to be informed and helpful through developing their skills and knowledge

- Setting and monitoring service standards and performance indicators, reviewing how we do, and taking action to improve where necessary
- Consulting residents about our work practices and procedures
- Encouraging the involvement and participation of tenants and leaseholders in the management and development of the Housing Service
- Being easily accessible for information, advice and assistance on housing management matters
- Providing information about and making referrals to other agencies
- Respecting our residents' right to confidentiality
- Responding to complaints positively and quickly
- Putting right and learning from any mistakes we make

Appendix 18 - London Borough of Newham Equality and Cohesion Plan (*for Newham*)

Equality And Cohesion Plan

For the full version please follow the following link

<http://www.newham.gov.uk/Pages/Services/Equality-and-cohesion-plan.aspx>

Appendix 18 - London Borough of Enfield Customer Care and Equal Access Policy (*for Enfield*)

For the full version please follow the following link:

<https://new.enfield.gov.uk/services/your-council/our-plans-and-priorities/customer-service-commitment/>

Appendix 19 - Customer Care Standards [for Waltham Forest]

1. On Contact

- 1.1. We will be polite and courteous
- 1.2. We will guarantee confidentiality and equality
- 1.3. We will provide an interpreter where appropriate
- 1.4. We will do our best to provide information/advice about other local services that are not provided by the Council

2. Telephone Contact

- 2.1. We will answer your calls within twenty seconds
- 2.2. We will greet and give our name and service area
- 2.3. When we pass your enquiry to a specialist, we will pass on your personal details and the nature of your query so that you do not have to repeat it to another person

3. Written Contact (including emails)

- 3.1. We will reply to all correspondence, including Councillors' enquiries, within 10 days
- 3.2. We will provide a contact name, office address, email address and direct dial number in the letter
- 3.3. We will acknowledge complaints within 5 days and complete the investigation with 28 days
- 3.4. We will write in plain language and provide translations where appropriate
- 3.5. We will provide information in community languages, on tape, or in Braille, at customer's request

4. Face to Face Contact

At a Council Office

- 4.1. We will have uniformed front line staff
- 4.2. We will have name badges for all staff
- 4.3. We will use community language signage
- 4.4. We will attend to callers within 5 minutes and provide the required information or complete the required transaction within 15 minutes.

In your Home

- 4.5. We will make an appointment to meet you in your home and will inform you in advance if we have to cancel it
- 4.6. We will wear and show Council identification

Appendix 19 - Customer Service Standards *[for Redbridge]*

http://www2.redbridge.gov.uk/cms/the_council/about_the_council/contacting_us/customer_service_standards.aspx

Appendix 19 - Customer Care Standards *[for Newham]*

<http://www.newham.gov.uk/housing/housingoptionsandadvice/temporaryaccommodation/temporaryaccommodation-servicestandards.htm>

Appendix 19 Customer Care Standards *[for Enfield]*

<https://new.enfield.gov.uk/services/your-council/our-plans-and-priorities/customer-service-commitment/>

Appendix 20 - Childhood Protection Risk Indicators

The parent or carer may:

- Persistently avoid child health promotion services and treatment of the child's episodic illnesses or unexplained delay in seeking treatment,
- Have unrealistic expectations of the child,
- Frequently complain about/ to the child and may fail to provide attention or praise (high criticism/low warmth environment),
- Be absent or misusing substances,
- Persistently refuse to allow access on home visits,
- Be involved in domestic violence,
- An explanation which is inconsistent or several different explanations provided for an injury,
- Repeated presentation of minor injuries (which may represent a 'cry for help' and if ignored could lead to a more serious injury),
- Family use of different doctors and A&E departments.

Practitioners should be aware of the potential risk to children when individuals, previously known or suspected to have abused children, move in to the household.

In an abusive relationship, the child may:

- Appear frightened of the parent/s,
- Act in a way that is inappropriate to her/his age and development.

(Though full account needs to be taken of different patterns of development and different ethnic groups)

Appendix 21 - Child Protection Checklist

Checklist for reporting suspected child abuse/neglect

If you have concerns about a child/young person then the following information will help the social services department or police. However you should not be worried about making a referral where you don't possess all this information. It is very important to make a referral even if you have only partial information in circumstances where you are very concerned about the safety and well being of a child/children.

- Name of child and age.
- Gender.
- Ethnic background/religion.
- Any special factors/needs, e.g. learning difficulties, ability of child, means of communication, relevant medical information.
- Name(s) of parent/carer.
- Name(s) and ages of other siblings in the family.
- Home address (and phone number if available).
- School address.
- Are you reporting just your own concerns or passing on those of somebody else? Give details.
- Brief description of what has prompted your concerns: include dates, times etc. of any specific incidents.
- Any physical signs? Behavioural signs? Indirect signs?
- Have you spoken to the parents/carers? If so, what was said?
- Has anybody alleged to be the abuser? If so, give details.
- Have you consulted anybody else? Give details?
- Any other professionals involved with the family, e.g. health visitors, school nurse, psychologists.

Child Protection Referrals – What to do and who to contact

Responsibility

All those who come into contact with children in their everyday work have a duty to safeguard children.

What to look for

In the course of your everyday work you could see or hear something that might indicate a child is at risk. There are many possible signs of abuse e.g. conditions of a home environment, physical injury, how the child is acting, a young or vulnerable child left alone.

Action

If you have a concern about a child you have a duty to report it. You should telephone the relevant Boroughs Childrens Service to discuss your concerns and explain exactly what you have seen or been told. If you can, keep a note of dates, injuries, and the exact words used.

If you do not feel able to report a concern yourself tell your manager who will assist.

If a child is in immediate danger e.g. you witness a physical assault on a child or you find a young or vulnerable child alone please call the police on 999. You may need to wait with the child.

Appendix 22 - Adult Safeguarding

Definition of an adult at risk

- A person 18 years or over and
- In need of, or may be in need of, services by reason of mental or other disability, age or illness
- A person unable to take care of themselves or unable to protect themselves against significant harm or exploitation

N.B. A person who has a disability or who is an older person is not automatically vulnerable

An adult at risk *may* therefore be a person who:

- is elderly and frail due to ill health, physical disability or cognitive impairment
 - has a learning disability
 - has a physical disability and/or a sensory impairment
 - has mental health needs including dementia or a personality disorder
 - has a long-term illness/condition
 - misuses substances or alcohol
 - is a carer such as a family member/friend who provides personal assistance and care to adults and is subject to abuse
- is unable to demonstrate the capacity to make a decision and is in need of care and support

(N.B. This list is not exhaustive.)

This does not mean that just because a person is old or frail or has a disability they are automatically 'at risk'. For example, a person with a disability who has mental capacity to make decisions about their own safety could be perfectly able to make informed choices and protect themselves from harm. In the context of Safeguarding Adults, the vulnerability of the adult at risk is related to how able they are to make and exercise their own informed choices free from duress, pressure or undue influence of any sort, and to protect themselves from abuse, neglect and exploitation. It is important to note that people with capacity can also be vulnerable.

Types of adult abuse

- Physical
- Financial/Material
- Sexual
- Psychological / Emotional
- Neglect or acts of omission
- Discriminatory
- Organisational
- Modern Slavery
- Self Neglect

Abuse can be inflicted by any other person including relatives, carers, visitors and professionals.

Reporting adult abuse

It is always essential in safeguarding to consider whether the adult at risk is capable of giving informed consent. If they are, individuals should have a right to decide if and how they wish to be helped. Wherever possible, the person's consent must be obtained, preferably in writing.

Consent will be overridden in certain circumstances where;

- the safeguarding concerns relate to a paid or commissioned professional,
- a crime may have been committed,
- there is a threat to life
- it would appear to be in the public interest

If the victim wishes, relatives or carers can be involved if they are not the alleged perpetrator(s) but not if it interferes with police investigation

Where an individual has capacity, the decision making power rests with the individual, not the relatives or carers.

It is your duty to report any concerns and allegations of abuse, not to investigate and to record accurately the following information:

- Time
- Date
- Place
- Who was in attendance
- What has been alleged, using words of the person making the allegation
- Any obvious injuries
- Any obvious evidence
- If the victim is unable to give informed consent

Contact Details

To report an adult at risk concern contact the Safeguarding Adults Team [Newham] [Waltham Forest, Redbridge and Enfield to supply contact details via AO]

Police urgent response - 999

Police non urgent response: 101 if abuse is of a criminal nature (physical causing injury, sexual or financial). Do not disturb environment or the person as the Police will need to collect evidence.

Appendix 23 – Sample Lease

LEASING SCHEME

PARTICULARS

1. Date			
2. Landlord			
3. Tenant	The Mayor and Burgesses of the London Borough of [Redbridge] [Waltham Forest] [Newham] of [Address] and their successors		
4. Premises			
5. Term	[X] years from the Lease Start Date		
6. Lease start Date			
	Being the date the Premises are first ready for sub-letting by the Tenant		
7. Rent	Rent £		per month

THIS LEASE is made and executed as a Deed on the date as specified in Section 1 of the Particulars.

BETWEEN the Landlord and the Tenant.

WITNESSES in consideration of the rent and the covenants on the part of the Tenant and the conditions reserved and contained as follows:-

1. IN THIS Lease the following expressions shall have the following meanings and definitions.

Landlord []

and including the person or persons for the time being entitled to the reversion expectant upon the determination of the Term granted

1.10 **Service User** means either a homelessness applicant or other person to whom WREN assist with accommodation pursuant to either a statutory power or obligation

Tenant The Mayor and Burgesses of the London Borough of [Redbridge] [Waltham Forest] [Newham] of [address] and their successors in title

The Premises As specified in Section 4 of the Particulars

Term The Term of years specified in Section 5 of the particulars subject to the provisos as to termination in this Lease

Rent The Rent will be as indicated in Section 7 of the Particulars (which is the Rent agreed with the Landlord, inclusive of consideration for management services)

Permitted Use Temporary housing accommodation in accordance with the provisions of Part 7 of the Housing Act 1996

Insured Risk shall mean the insurance of the Premises against loss or damage by fire storm tempest lighting explosion and such other risks as the Tenant may from time to time require in such sums as shall be the reinstatement value of the Premises together with architects surveyors and other professional fees

Rights are those to be granted to the Tenant as set out in the First Schedule to this agreement

Exceptions and are those reserved to the Landlord as set out in

Reservations the Second Schedule to this agreement

2. The Landlord hereby demises to the Tenant the Premises TOGETHER with the Rights but EXCEPT AND RESERVING TO THE Landlord the Exceptions and Reservations TO HOLD the Premises unto the Tenant for the Term subject to the provisos for determination contained in this Lease during the Term to pay the Rent which shall be paid by monthly payments in arrears on the first day of each month in every year.

3. The Tenant hereby COVENANTS with the Landlord as follows:

(1) To pay the Rent at the times and in the manner above.

(2) Not to make any structural alterations or additions to the Premises without the Landlord's consent.

(3) Not to use or permit the Premises to be used other than for the purposes of the Service User, permitted use under this Agreement.

(4) Not to do or permit or suffer to be done any act matter or thing whatsoever whereby the risk or hazard of the Premises being destroyed or damaged by any Insured Risk shall be increased so as to require an additional premium for insuring the same or which may make void or voidable any policy for such insurance.

(5) At the end or sooner determination of the Term peaceably to leave and yield up to the Landlord the Premises with vacant possession.

4. The Landlord (so as to bind himself and his successors in title but not so as to be liable after he shall have parted with the title to the Premises) hereby covenants with the Tenant as follows:

(1) To pay all existing and future taxes assessments and outgoings imposed or charged upon the Premises.

(2) To put and keep the interior and exterior of the Premises in good repair and decorative order to the reasonable satisfaction of the Tenant.

(3) To keep the Premises fully insured against the Insured Risk covered by and to make good any damage caused by an Insured Risk.

(4) To supply a copy of any insurance policy held and the last premium receipts or certificates of insurance to the Tenant on request.

(5) To carry out an annual inspection and servicing and repairs to any gas appliances with the Premises and to meet the full requirements of the gas and electricity installation and use regulations.

(6) To comply with all statutory provisions relating to the Premises including without limitation all fire regulations.

(7) To keep the Premises (including drains gutters and external pipes) and any fitted hob/cooker washing machine or other appliances in good and substantial repair and decorative condition.

(8) That the Tenant paying the Rent hereby reserved and performing and observing the covenants on his part shall peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for him.

(9) To obtain any necessary unconditional consent of all mortgagees to the grant of this demise and to keep the Tenant indemnified against all actions costs claims demands and liability whatsoever arising as a result of the failure to comply with this covenant.

(10) To obtain any necessary unconditional written consent of any second or subsequent mortgagee to the grant of this demise where such mortgage has been entered into during the Term and to give notice of such mortgage to the Tenant.

(11) Where the Landlord does not put and keep the interior and exterior of the Premises in good repair and decorative order to the reasonable satisfaction of the Tenant. to permit the Tenant to repair the Premises or in an emergency for or relating to the repair of the Premises any fitted hob/cooker, washing machine or other appliance left by the Landlord at the Premises and the central or any other heating system and the expense of such repairs (including any Surveyors or other professional fees properly incurred) shall be a debt from the Landlord to the Tenant which the Tenant shall be entitled to deduct from the Rent payable hereunder or be forthwith recoverable by action.

(12) To keep the garden at the Premises (if any) in a neat and tidy condition.

(13) To keep the central heating system (if any) in good tenantable repair and serviced regularly.

5. IT IS MUTUALLY AGREED AND DECLARED as follows:-

(1) If the Premises or any part thereof shall at any time during the said term be destroyed or damaged by fire or any of the other Insured Risks or are otherwise unfit for occupation and use the Rent reserved shall be suspended until the Premises shall again be rendered fit for habitation and use

(2) Any demand for payment required to be made upon the Tenant shall be in writing and shall be served on the Tenant by registered letter post or recorded delivery service addressed to the [Redbridge – Insert details] [Waltham Forest – insert

details] [LB Newham - Insert details] or left for him personally at that address and any notice requiring to be made upon the Tenant shall be in writing and shall be served on the Tenant by registered letter post or recorded delivery service addressed to the [Insert details as above] aforesaid or left for him at that address AND any notice required to be made upon the Landlord shall in writing and shall be served upon the Landlord in similar manner at his last known address

(3) This Lease being executed by the Tenant nothing herein contained shall be deemed to affect the powers authorities and rights of the Tenant as a local authority.

(4) In accordance with the Tenant's policy actively to combat discrimination of all forms and wherever it occurs there shall be no direct or indirect discrimination in the selection or treatment of Occupants of the Premises.

(5) Each party shall pay their own costs and expenses for the preparation and completion of the Lease and counterpart thereof and any stamp duties payable in connection therewith

(6) The Tenant has no other interest in the Premises under this Lease which has been granted to the Tenant solely for the purpose of providing temporary accommodation in accordance with Part VII of the Housing Act 1996

(7) If during the Term of this Lease an Occupant vacates the Premises (the Vacation) and the Premises are not, in the opinion of the Tenant, available for occupation 14 days after such Vacation then the Rent shall be reduced to a peppercorn (if demanded) from the date 14 days after the Vacation unless the Tenant holds an opinion that the Premises require works due to damage caused by an Occupant which would take longer than 14 days, in which case the Rent shall not be reduced

(8) In the event the rent has been reduced to a peppercorn under clause 5(7) it shall thereafter increase from the date the Premises are approved by the Tenant as available for occupation to the same monthly amount which was paid immediately prior to the Vacation

(9) The Tenant may provide one months written notice to determine this Lease to the Landlord provided that the first anniversary of the Lease Start Date has passed.

(10) If the Tenant has served notice to determine this Lease under clause 5(9) then from the date of service of such notice on the Landlord the Tenant shall only be required to pay Rent until such time as the Occupant vacates the Premises.

(11) In addition to clause 5(9) the Tenant may provide one weeks written notice to determine this Lease to the Landlord provided that the said notice of determination expires within the final 6 months of the Term.

(12) If the Tenant agrees in its absolute discretion to hand back the Premises at the Landlords request following a Vacation by a Service User, the Tenant shall only pay the Rent for the Premises up to the date of such Vacation and this Lease shall be determined on the date of such Vacation.

IN WITNESS whereof the Landlord has signed this instrument as his deed in the presence of the person mentioned below and the Tenant has caused its Common Seal to be hereunto affixed the day and year first before written.

Signed as a Deed by the Landlord

Director

Director/Secretary

The Common Seal of the Tenant
was hereunto affixed in the presence of:

THE FIRST SCHEDULE
(Rights granted to the Tenant)

The right at all times during the Term for the Tenant and the servants agents licensees and invitees of the Tenant having lawful occasion therefore in connection with the use and enjoyment of the Premises in accordance with this Lease:

1. On reasonable notice (save in the case of emergency) and causing the minimum disturbance or interference to enter upon any adjoining property of the Landlord for the

purpose of carrying out repairs renewals maintenance necessary inspections or alterations to any part of the Premises the person exercising such rights remedying any physical damage so caused.

All liberties privileges easements quasi-easements rights and advantages whatsoever now held enjoyed with or appertaining to any part of the Premises

THE SECOND SCHEDULE
(Exceptions and Reservations)

The right at all times during the Term for the Tenant and the servants agents licensees and invitees of the Tenant having lawful occasion therefore in connection with the use and enjoyment of the Premises in accordance with this Lease:

1. the right at any time or times to close temporarily for works of repair or any other necessary purpose any area (other than the Premises) the use of which is available to the Tenant.
2. all rights of light and air and other easements over other land or premises and all rights and easements belonging to or enjoyed by the adjoining land owned by the Landlord from time to time.

Licence Agreement [Enfield]

The LICENCE AGREEMENT is made between the London Borough of Enfield (hereinafter called “the Council”) and _____, (hereinafter called “the Licensor”) on

The Licensor is the owner or duly authorised agent for the owner of the units of residential accommodation (hereinafter described as “the Premises”) listed in the First Schedule hereto, in respect of which the licensor and the Council hereby agree to as follows:

1. The Licensor hereby licences the Council to utilise the Premises for the use and occupation of such persons as the Council may nominate (“Residents”).
2. The Council will, in its absolute discretion, from time to time nominate Residents to use and occupy the Premises and will enter into agreements (“Tenancy Agreements”) with the Residents so nominated to authorise their use and occupation of the Premises.
3. The Council will:
 - a) where the residents tenancy agreement is terminated by the council (other than the reason specified in point 3b), will take all the necessary legal actions in relation to removing the Residents from the premises and be responsible for all associated costs and maintain payments to the Licensor, as agreed and detailed in the First Schedule, until full vacant possession is maintained.
 - b) where the Licensor requests that the residents tenancy agreement is terminated, in its absolute discretion, take all necessary legal actions in relation to removing the residents from the premises and be responsible for all associated costs and maintain payments to the Licensor, as agreed and detailed in the First Schedule, until full vacant possession maintained.
4. The Licensor agrees to permit and facilitate the use and occupation of the Premises by Residents if and in so far as such use and occupation of the Premises is authorised by a valid and subsisting Tenancy Agreement between the Council and the Residents.
5. The Council enters into this Agreement for the economy and better performance of its duties under part VII Housing Act 1996 and pursuant to Section 206 of that Act together with all other relevant duties and powers.
6. The Council agree to pay the Licensor in the manner at the times agreed between the parties, as detailed in the First Schedule hereto, for this Licence to utilise the Premises for the use and occupation of Residents.
7. The Licensor agrees to comply with the obligations stipulated hereunder (“The Licensor’s Obligations”) and with each of them during the entire period of this Licence Agreement subsisting. Should the Licensor breach any one of the Licensor’s Obligations, or should the accommodation be the subject of either a Prohibition Notice or Section 11 Improvement Notice the Council may terminate this Licence Agreement forthwith in writing.
8. If the Licensor loses their “accredited landlord status” with the Council at any time during the entire period of this Licence Agreement the Council will be obliged to terminate this Licence Agreement forthwith in writing.
9. Otherwise this Licence Agreement may be terminated at any time by either party upon reasonable notice in writing to the other. With regard to such termination by either party, reasonable notice of termination will be and is hereby agreed to be three months notice in writing.

10. The Licensor may enter the Premises with the tenant's prior consent for the purpose of discharging the Licensor's Obligation. Only in the case of a suspected emergency, that may cause damage or injury, does the Council agree that the Licensor may enter the property without prior consent from the tenant.

The Licensor's Obligations

1. The Licensor is to ensure that each and all of the Premises at all times comply with the requirements of all relevant Acts of Parliament, Regulations, Orders, Statutory Guidance and Codes of Practice in connection with the provision of such accommodation. This is to include The Decent Homes Standard, The 29 Hazards and the provision of furniture that meets the relevant fire safety requirements.
2. The Licensor is to effectively manage and provide in each and in all of the Premises:
 - a) Where applicable, sound, safe and properly maintained and connected gas installation and appliances at all times. An original current Gas Safety Certificate is to be supplied annually to the Council (such Certificate is to be from a registered "Gas Safe" Contractor only)
 - b) A sound, safe and properly maintained and connected electrical installation and appliances at all times. An original current Electrical Safety Certificate is to be supplied each time the property becomes void to the Council (such Certificate is to be from a N.I.C.E.I.C. or E.C.A. registered contractor only)
 - c) A valid Energy Performance Certificate (E.P.C.) with an energy efficiency rating of "D" or above. (Any property found to have a rating E or below is not acceptable to the Council and immediate work will be required to upgrade the property to achieve an efficiency rating to D or above).
 - d) Smoke Detectors in the hallway/landing areas in accordance with current practice for single household accommodation.
 - e) A twenty-four hour telephone contact number to be manned by an appointed manager with adequate authority to make decisions and deal with any emergency.
 - f) Furniture and fittings appropriate for the number of Residents in the Premises to include a fridge and a cooker. All floor coverings, curtains drapes or blinds will be provided, cleaned and maintained by the Licensor. (Occupants will provide their own plates, cutlery and Kitchen utensils).
3. The Licensor is to ensure that in respect of each and all of the Premises there is a competent manager (whose up to date address, telephone and fax numbers shall be made available to the Residents and to the Council at all times) with adequate delegated authority to:
 - a) Discharge the day to day responsibility of enforcing the Licensor's Obligations; and
 - b) Ensure that a good standard of repair, maintenance, cleanliness and supervision is provided and maintained at all times.
4. The Licensor agrees to ensure that if the Premises become vacant within the term of the Licence, to carry out all necessary works associated with the Premises within five working days for a Studio or One-Bedroom Premises, and ten working days for a Two-Bedroom or larger Premises.
5. The Licensor is to accept and permit officers of the Council to inspect the Premises as and when they consider necessary without prior notification to the Licensor.
6. The Licensor is to ensure that any dangerous or serious occurrence, accident, or fire in the Premises is reported to the Council immediately and recorded in detail. Any complaints notified to the Contractor must be recorded, investigated and reported to the Council.

7. The provision of services and the staff recruitment process must meet legal requirements under Race Equality and Health & Safety Legislation. Criminal Record checks must be carried out on staff where required (i.e. dealing with children or vulnerable adults).
8. The Licensor is to ensure that each habitable room and bathroom within each and in all of the Premises is provided with safe, suitable and properly functioning fixed space heating appliances capable of providing and maintaining a minimum temperature of 18°C when the outside temperature is -1°C outside. Such heating appliances must be fixed gas or fixed electrical appliances or an adequate system of central heating operable at all times.
9. The Licensor must not whether directly or indirectly, contravene the provisions of the Race Relations Act 1976 (as amended) together with other relevant legislation and Council policies, and must ensure that any racial or sexual harassment of Residents is reported to the Council immediately. The Licensor is to further ensure that there is no racial discrimination against Residents or sexual harassment of Residents by its employees or agents, and will be held accountable for any act of racial discrimination or sexual harassment by its employees or agents whether or not such act is carried out with the knowledge or consent Licensor.
10. The Licensor is to ensure that any messages or other communications to Residents are delivered to the Residents within twenty-four hours. The Licensor is to further ensure that any information, letters, leaflets or information packs from the Council are distributed as directed by the Council.
11. The Licensor is to ensure that all rules and regulations applying to the Premises are approved by the Residents. The Council will assist in the provision of this service.
12. The Licensor must notify the Council immediately in the event of any Premises being vacated by Residents or by any member of a Resident's household, as detailed in the Sub-Licence (copy to be provided to the Licensor by the Council). The Licensor must also notify the Council immediately of any change in the composition of a Resident's Household. In the event of the Licensor failing to notify the Council of any such vacation by Residents or any such change in household composition the Council reserves the right to withhold from the Licensor payment in respect of invoices for the relevant period.
13. Where the household leaves the accommodation, either by prior arrangement or of its own accord, the Authority will expect the Licensor to provide safe and weather tight storage for any personal belongings left in the property for a minimum period of 28 days. At the end of this period the Licensor may dispose of these belongings as it sees fit.
14. The Licensor must ensure that the property is visited once a month to confirm occupancy and inspect the general condition of the property. A Written schedule of visits must be completed by the Contractor and be available for inspection when requested.
15. The Licensor will be expected to attend quarterly review meetings with the Council as part of the Contractor performance monitoring process.
16. The Licensor will:
 - a) be solely liable and responsible for ensuring that each and every Act of Parliament, Statutory Instrument and all rules and regulations made pursuant to them, and every rule of law has been complied with in relation to the Premises and in relation to the Residents' occupation of the Premises; and
 - b) indemnify the Council fully and absolutely in respect of any losses, claims and damage whatsoever and howsoever arising from any non compliance (in relation to the Premises or in relation to the Residents' occupation of the Premises) with any Act of parliament, statutory Instrument or any rules or regulations made pursuant to them, or any rule of law; and
 - c) without prejudice to 16(b) above, arrange and take out a policy or policies of insurance (with an insurance company or companies of repute) that will provide effective and adequate

insurance cover in respect of all risks in relation to the Premises and the Residents' occupation of the Premises, including full public liability insurance, and insurance to cover any loss or damage to the Premises, or to the fixtures, fitting, or furnishings therein howsoever caused (for which loss and/or damage the Licensor hereby agrees that the Council shall not in any event or in any circumstances be liable or responsible).

Signed: _____
(the above mentioned Licensor)

Signed: _____
(For London Borough of Enfield)

Date: _____

FIRST SCHEDULE

1. Address of Property:

2. Property Type:

3. Rate of Payment: pcm

4. Payments Terms Monthly in advance for the term of the lease

5 Length of Lease: TWO YEARS

Appendix 24 – Sample Management Agreement

**AGREEMENT FOR MANAGEMENT OF ACCOMMODATION
FOR HOMELESS PERSONS**

Between

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF [WALTHAM FOREST][REDBRIDGE]
[ENFIELD][NEWHAM]**

-and-

PARTICULARS

1. Date	
2. The Council	The Mayor and Burgesses of the London Borough of [Redbridge] [Waltham Forest] [Newham] of [Address] and their successors in title.
3. The Managing Agent	
4. Premises	
5. Term	[X] years from the Start Date of this Agreement
6. Start Date of Agreement	

This Agreement is made on the date as specified in Section 1 of the Particulars between the Mayor and Burgesses of the London Borough of [Waltham Forest] [Redbridge] [Enfield] [Newham] (“the Council”) and (“the Managing Agent”) and is intended to have effect from the date specified in Section 6 of the Particulars.

WHEREAS the Managing Agent has agreed to acquire and lease certain residential premises to the Council for use by the Council as temporary housing accommodation and to manage such accommodation on behalf of the Council.

IT IS HEREBY AGREED AS FOLLOWS:

1 Interpretation

In this agreement where the context admits the masculine shall include the feminine and the singular shall include the plural. The following expressions shall have the following meanings:

- 1.1 Unit means a separate unit of temporary accommodation as specified in Section 4 of the particulars (the Premises).
- 1.2 Accommodation means a self-contained flat or house.
- 1.3 Council Lease means a Lease to be entered into between the Managing Agent and the Council in respect of the Accommodation.
- 1.4 Managing Agent Lease means a Lease to be entered into between the /Managing Agent and the owner/landlord of the Accommodation.
- 1.5 Nominee means an individual who the Council has nominated to the Managing Agent as a prospective Tenant of a Unit of accommodation being an individual to whom the Council owes a duty to House under Part VII of the Housing Act 1996 or any other future enactment or subsequent legislation (or within such other categories as may be agreed).
- 1.6 Tenancy means a tenancy in the form in Schedule 2.

- 1.7 Tenant means a Nominee who has accepted a Tenancy granted by the Council.
- 1.8 The Term the Term of years specified in Section 5 of the particulars (saving those provisions as to earlier determination and to the provisions for extension in Clause 7).
- 1.9 Working days means all those days of the year save for weekends and public holidays.
- 1.10 The Financial Year means the period from 1st April to the following 31st March.
- 1.11 Quarter means a three month period ending 31st March, 30th June, 30th September and 31st December in each financial year.
- 1.12 White Goods Freezer Fridge, cooker or oven and hob.
- 1.13 Availability Notice The notice served by the Managing Agent pursuant to Clause 3.1.
- 1.14 **Landlord** means the person entitled to grant a lease of the accommodation to the Managing Agent
- 1.15 **Service User** means either a homelessness applicant or other person to whom WREN assist with accommodation pursuant to either a statutory power or obligation
2. Duration of Agreement
- 2.1 This agreement will be for a period of 3 years from the date of this agreement or the termination date of the Councils lease, whichever is the later, subject to clauses 7.1 and 7.2
2. Accommodation
- 2.1 The Managing Agent shall provide Accommodation which the Council and the Managing Agent have agreed is suitable for the purposes of this Agreement.
- 2.2 If the Managing Agent wishes to terminate the leasehold interest in respect of any Units on the grounds that the Landlord is not performing its obligations then it shall not

do so without the consent of the Council such consent not to be unreasonably withheld or delayed.

3. Nomination

3.1 As soon as practicable after the Managing Agent becomes aware that a Unit will be available for letting it shall notify the Council in writing of this, identifying the Unit, its size and nature and the date from which it will become available for letting (Availability Notice). For the purposes of this clause notification may be by e-mail addressed to [•] officer or address as may from time to time be notified by the Council in writing.

3.2 Within ten Working Days of the date of receipt of the Availability Notice the Council shall nominate an individual for a Tenancy of the Unit. For the purposes of this clause notification shall again be in writing and may be by email.

3.3 The Managing Agent shall ensure that the Nominee is invited to view the Unit as soon as reasonably practicable and in any event within three Working Days from receipt of the date of nomination within Clause 3.2. It shall ensure that an officer of the Managing Agent is present to conduct the viewing of the Unit.

3.4 As soon as practicable after the viewing referred to in Clause 3.3 the Council will offer a Tenancy to the Nominee.

3.5 Within 1 Working Day of an offer of a Tenancy being either accepted or refused the Council shall notify the Managing Agent in writing by email of the following details:

(a) full details of the offer of Tenancy made and whether it has been accepted or refused.

3.6 Upon the Managing Agent being notified in accordance with Clause 3.5 of a Nominee refusing an offer of Tenancy of a Unit, the provisions of clauses 3.3 to 3.5 shall again have effect and shall continue to do so until a Nominee accepts a Tenancy of that particular Unit.

4. Management and Maintenance

4.1 In respect of each Unit the Managing Agent agrees and is bound as follows:-

(a) to comply with or procure the compliance by the landlord all of those duties covenants and responsibilities as set out in Section 11 of the Landlord and Tenant Act 1985. This includes (but is not limited to) putting and keeping in

repair the structure and exterior of the Units and/or the buildings in which the Units are situated and putting and keeping repair and proper working order the installations within the Units (and buildings) for the supply of water, gas, electricity and for sanitation.

- (b) to maintain the non-structural internal parts of each Unit White Goods furnishings fixtures and fittings in good repair and proper working condition.
- (c) to put and keep the interior of each Unit in good decorative order to the reasonable satisfaction of the Council.
- (d) to allow the Council by its officers agents or contractors access to each Unit for the purposes of inspection such access to be granted upon 7 days' notice save in the case of emergency when no prior notice is required.

4.2 The Managing Agent covenants with the Council:

- (a) to visit each Unit on a regular basis and when requested by the Council to do so (regular to mean at least quarterly or as otherwise requested) to ensure that the Unit is occupied by the Tenant and where practical to assist Tenants with any welfare concerns they may have.
- (b) to notify the Council in writing forthwith on becoming aware of any change in a Tenant's circumstances, as may be relevant to the Council's obligations under Part III of the Housing Act 1985 or Part VI and VII of the Housing Act 1996.
- (c) to notify the Council in writing forthwith on becoming aware that a Tenant is no longer residing in a Unit and to take all prompt action to recover possession of such Units including all such action as is necessary to evict unauthorised occupants. NOT applicable to agents signed up with Enfield for PLA properties as Enfield cover all legal costs and actions to recover possession.
- (d) at the Managing Agent's cost to take such action to recover possession of the Unit as the Council shall reasonably require. NOT applicable to agents signed up with Enfield for PLA properties as Enfield cover all legal costs and actions to recover possession.

- (e) to indemnify the Council against any liability which it might or does incur to any person, by reason of the fact that any Unit suffers from a Category 1 Hazard as defined by the Housing Health and Safety Rating System made under the Housing Act 2004.
- (f) that on reasonable notice to provide access to the Council to its records, tenancy agreements and lease agreements and to keep such records in good order.
- (g) not to permit the use of the Unit for the housing of more than the number of people agreed and noted in the Availability Notice to take responsibility for the welfare of the Tenants and the management of the Accommodation save for those matters which are the Council's responsibility under Clause 5 and in particular the Managing Agent shall perform all the Council's obligations as Landlord under the Tenancies.
- (h) to pay and discharge all water rates sewer charges Council Tax and any other charges in respect of gas electricity telephone and other services and outgoings in respect of the Accommodation except where these are the responsibility of the Tenant.
- (i) to inform the Tenants that their personal belongings are not insured by the Council or the Managing Agent and to encourage residents to take out individual contents insurance.
- (j) to supply evidence of insurance held and the last premium receipts or certificates of insurance to the Council on request.
- (k) to carry out an annual inspection and servicing and repairs to any gas appliances with the Accommodation and to meet the full requirements of the gas and electricity installation and use regulations.
- (l) to comply with all statutory provisions relating to the Accommodation including without limitation all fire regulations.

4.3 The Managing Agent further agrees to take reasonable steps to facilitate such communication as may be necessary between Nominees, Tenants and the Council and to offer such support and advice as may be practicable to assist Nominees and Tenants to settle into Units and take up offers of rehousing.

5. Obligations of the Council

5.1 The Council will be responsible for:

- (1) setting the rents charged to residents and reviewing the same in accordance with the terms of the Tenancy and collecting all rents due under the Tenancy Agreements.

6. Termination of Tenancies (Redbridge and Waltham Forest only)

6.1 Where the Council makes any determination, decision, offer or other nomination to a registered social landlord under the Housing Act 1996 in respect of a Tenant which it is material for the Managing Agent to know it shall inform the Managing Agent of the determination decision offer or nomination as soon as is reasonably practicable.

6.2 In the event of the Council determining that it does not owe or no longer owes a duty to a Tenant under the Housing Act 1996 or that such duty has been discharged whether by a refusal or another offer of accommodation or otherwise, then the Council shall notify the Managing Agent of this determination. Upon receipt of written instruction from the Council the Managing Agent shall as soon as permitted under the terms of the Tenancy serve such notices as are required upon the Tenant.

6.3 Without prejudice to Clause 4.2c the Managing Agent may seek an order for possession of any Unit in the following cases:

- (a) where in the reasonable opinion of the Managing Agent it is necessary to ensure that the Managing Agent is able to comply with its own obligations under its Lease of the Unit; or
- (b) where in the reasonable opinion of the Managing Agent it is necessary in order to prevent the Tenant acquiring any different or additional security of tenure.

6.4 In those cases where the Managing Agent does decide to commence proceedings for possession as set out in Clause 6.3 above it shall notify the Council in writing within 7 Working Days of the decision giving full reasons and if appropriate providing information for taking the decision. Should the Managing Agent subsequently withdraw discontinue or should the proceedings be struck out or an out of court settlement reached or the proceedings suspended or adjourned for whatever reason then the Managing Agent shall further notify the Council in writing within 7 Working Days of the reasons why or circumstances surrounding the aforementioned delay or resolution of

those proceedings. Further and in cases where the Managing Agent obtains an order for possession which it intends to enforce it shall provide the Council with written details as to why enforcement is being sought with the Council prior to enforcement of the order.

6.5 Where possession proceedings are commenced by the Managing Agent pursuant to Clause 6.3 the Managing Agent will at all times and in any event be responsible for and will duly pay any costs legal or otherwise which may arise as a result of an incidental to the Managing Agent commencing those proceedings. However where possession proceedings are commenced pursuant to Clause 6.2 the Council will at all times and in any event be responsible for and will duly pay any costs, legal or otherwise, which may arise as a result of those proceedings. Whether proceedings are commenced pursuant to Clause 6.2 or Clause 6.3 the Council will provide such documentation and assistance as the Managing Agent may reasonably require.

6.6 Above references to managing agents instigating legal action and covering costs are NOT applicable to agents signed up with Enfield for PLA properties as Enfield will cover all legal costs and actions to recover possession.

7. Determination and extension

7.1 This agreement will be terminated upon the termination of the Council's lease, howsoever occurring by agreement of the parties.

7.2 This Agreement may be extended on a periodic basis.

8. Waiver

8.1 Any failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not amount to a variation of them or constitute a waiver of the right at any time to enforce all terms and conditions of this Agreement except where expressly agreed in writing between the parties.

9. Confidentiality

9.1 The Council will disclose to the Managing Agent all information that the parties agree is necessary for the proper performance of the Managing Agent's obligations under this Agreement. The Council shall promptly notify the Managing Agent of any material change to the information provided.

- 9.2 Both parties will keep confidential any information which is obtained during the course of performing the obligations relating to the other party's business and will not during the course of this Agreement or at any other time thereafter, disclose such information to any other person, without the prior written consent of the other party, save to the extent that the disclosure of the same is required by law.
- 9.3 All information, advice, written, or oral, made available by either party to this Agreement to the other shall be provided for the sole purpose of this Agreement and shall not be disclosed to a third party without the prior written consent of the other party.
- 9.4 Neither party shall be held in breach of the foregoing provisions of this Clause if, prior to receipt from the other party, it is in possession of information which has already entered the public domain or has been obtained from a third party who is lawfully authorised to disclose the same.
- 9.5 On termination of this Agreement, the Managing Agent will immediately return to the Council, any reports, documents or data in whatever form which he may have been supplied by the Council and copies of the same which he may have made during the course of performing its obligations.
- 9.6 The parties agree to comply with the provisions of the Data Protection Act 1998 and any amendment thereof.
- 9.7 Both parties shall ensure that its officers and employees comply with the provisions of this Clause.
- 9.8 This Clause shall remain in full force and effect notwithstanding any termination of this Agreement.
10. Health And Safety
- 10.1 The Managing Agent agrees to observe the provisions of the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999, all other regulations and approved Codes of Practice relevant to the obligations in this Agreement and amendments thereto and shall ensure that all persons engaged in the provision of the obligations and visiting any location comply.
- 10.2 The Council shall be entitled to inspect the Managing Agent's premises on reasonable notice (but in any event not more than 24 hours) at any time during the Term and shall if

deemed necessary or appropriate call for independent assessment via recognised professional agencies.

- 10.3 The Managing Agent must ensure that proper safeguards are in place to prevent accidents when carrying out its obligations under this Agreement.
- 10.4 The Managing Agent shall prior to the Start Date of the Agreement nominate a person to be responsible for health and safety matters and advise the Council in writing of the appointment.
- 10.5 While at any establishment owned or occupied by the Council, the Managing Agent shall at all times have regard to, and shall ensure that its employees comply with the Council's general statement of safety policy and with the lawful requirements of the Council's Safety Officer.
- 10.6 The Managing Agent shall ensure that its employees engaged in the carrying out of the Obligations are competent to perform their specific tasks and have received on site induction training on health and safety requirements.
- 10.7 The Authorised Officer shall be entitled immediately to suspend the carrying out of the Service or part thereof in the event of non-compliance by the Managing Agent with its statutory duties in respect of health and safety matters and its obligations under this Contract. The Managing Agent shall not resume the carrying out of the obligations or part thereof until the Authorised Officer is satisfied that the non-compliance has been rectified. In respect of any such period of suspension the Council's rights under this Agreement with regard to employing and paying other persons to carry out the obligations or part hereof shall apply.

11. Prevention Of Corruption

- 11.1 The Council shall be entitled to terminate this Agreement forthwith if the Managing Agent, its servants or agents with or without its knowledge has:

- 11.1.1 offered given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or not doing anything in relation to the obtaining or carrying out of this Agreement or any other agreement with the Council or for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council; or

11.1.2 committed any offence under the Prevention of Corruption Acts 1889/1916 or given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

12. Freedom Of Information

The Managing Agent acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council (at the Association's/Managing Agent's expense) to enable the Council to comply with these information disclosure requirements.

12.1 The Managing Agent shall and shall procure that its sub-contactors shall

12.1.1 transfer the Request for information to the Council as soon as practicable after receipt and in any event within 2 Working Days of receiving a Request for Information.

12.1.2 provide the Council with a copy of all information in its possession or power in the form in the form that the Council requires within 5 Working Days (or such other period as the Council may specify) of the Council requesting the information; and

12.1.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA (or Regulation 5 of the Environmental Information Regulations).

12.2 The Council shall be responsible in determining at its absolute discretion whether the commercially sensitive information and/or any other information:

12.2.1 exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;

12.2.2 is to be disclosed in response to a Request for Information and in no event shall the Managing Agent respond directly to a Request for information unless expressly authorised to do so by the Council

12.3 The Managing Agent acknowledges that the Council may acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the discharge of public authorities functions under Part 1 of the FOIA (issued under section 45 of the

FOIA November 2004) be obliged under the FOIA or the Environmental Information Regulations to disclose information:

12.3.1 with consulting with the Managing Agent; or

12.3.2 following consultation with the Managing Agent and having taken its views into account.

12.4 The Managing Agent shall ensure that all information produced in the Course of the Managing Agent relating to the Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

13. Equal Opportunities

13.1 The Managing Agent will not discriminate directly or indirectly against any person on the grounds of gender, marriage, sexuality, religion, belief, age, colour, race, nationality, national or ethnic origin, contrary to the Equal Pay Act 1970, the Sex Discrimination Act 1975 (as amended), the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, The Equality Age Discrimination Regulations 2006, the Equality Act 2006 or any other legal requirement applicable during this Contract.

13.2 The Managing Agent will not treat a person less favourably for a reason relating to that person's disability (as defined by the Disability Discrimination Act 1995 nor fail to comply with the duty under the Act in relation to the disabled person.

13.3 The Managing Agent shall as so far as practicable and to the satisfaction of the Council follow practical guidance, recommendations and advice contained in the Commission for Racial Equality's Code of Practice for the Elimination of Racial Discrimination and the Promotion of Equality in Employment, the Equal Opportunity Commission's Codes of Practice for the elimination of discrimination against the disabled persons in the field of employment.

13.4 Where the Managing Agent carries out work on the Council's premises alongside the Council's staff or has contact with the public under this Agreement, the Managing Agent will comply with the Council's relevant policies and codes of practice in relation to employment and equal opportunity.

13.5 The Managing Agent will notify the Council as soon as it becomes aware of any compliant or proceedings (whether civil or criminal) brought or likely to be brought

against the Managing Agent alleging unlawful discrimination or any investigation of the Managing Agent's performance of this Agreement, by a body referred to in clause 13.2 in the event of any such complaint, proceedings or investigation the Managing Agent will cooperate fully and promptly with the body undertaking the investigation or bringing the proceedings.

13.6 The Managing Agent will indemnify the Council against all costs, charges and expenses (including legal and administrative expenses and any compensation that the Council is required to pay) arising out of any such investigation or proceedings as described in clause 13.5.

13.7 The Managing Agent will provide the Council such information as the Council may reasonably request in respect of the impact of equality issues on the operation of the contract and vice versa.

13.8 In the event that the Managing Agent enters into any sub-contractor in connection with this Agreement, it shall impose obligations on the sub-contractors substantially similar to those imposed pursuant to this clause.

14. Recovery of Sums Due

14.1 Wherever under the Agreement any sum of money is recoverable from or payable by the Managing Agent (including any sum which the Managing Agent is liable to pay to the Council in respect of any breach of this Agreement), the Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Managing Agent under the Agreement or under any other agreement or contract with the Council or with any department, agency or authority of the Crown.

14.2 Any overpayment by the Council to the Managing Agent, whether of the Contract Price or of Tax, shall be a sum of money recoverable by the Council from the Managing Agent.

14.3 The Managing Agent shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Managing Agent has a valid court order requiring an amount equal to such deduction to be paid by the Council to the Managing Agent.

15. Liabilities

- 15.1 Neither Party excludes or limits liability to the other Party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- 15.2 The Managing Agent shall indemnify and keep indemnified the Council fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Agreement in respect of any death or personal injury, or loss of or damage to property which is caused directly or indirectly by any act or omission of the Managing Agent. This clause shall not apply to the extent that the Managing Agent is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its staff or sub-contractors, or by any circumstances within its or their control.
16. Severance
- 16.1 In the event of any provision of the Agreement being or becoming legally ineffective or unenforceable either in its entirety or in part this shall be without prejudice to the validity of and shall not invalidate the remaining provisions of this Agreement which shall remain in full force and effect.
17. Notices
- 17.1 Any notice served on either of the parties except where expressly provided for under the terms of this Agreement to be served by facsimile shall be sent by prepaid first class recorded delivery post and shall be deemed to have been received by the addressee within 48 hours of posting if sent in the case of the Council to the Authorised Officer or in the case of the Managing Agent their named representative or such other officer or address as so notified from time to time by either party in writing.
18. Disputes
- 18.1 Any disputes or differences arising between the parties as to their expected rights, duties or obligations in connection with the subject matter of this Agreement shall be referred to the determination of an independent expert to be agreed upon by the parties or failing agreement to a person nominated for the time being by the President of the Chartered Institute of Housing. The decision of the said expert shall be final and

binding on the parties and the expert's fees and expenses shall be payable as the expert directs.

19. The Contracts (Rights of Third Parties) Act 1999

19.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person or persons other than the parties to this Agreement shall have any right under it nor shall it be enforceable by any person other than the parties to it under that Act.

20. General

20.1 The parties expressly agree that nothing in this Agreement shall in any way create a partnership between them.

20.2 The parties agree to abide to operate this Agreement in accordance with the respective confidentiality policy.

20.3 This Agreement is subject to variation necessitated by changes in legislation and any such change will only be implemented after consultation between the parties.

Signed by or on behalf of the Managing Agent

.....
Name of Organisation

.....
Print Name and title

.....
Signature

.....
Date

.....

Signed on behalf of the Council.

.....
Print name and title

.....
Signature

.....
Date