

# Public Document Pack

**Gareth Owens LL.B Barrister/Bargyfreithiwr**  
Chief Officer (Governance)  
Prif Swyddog (Llywodraethu)



To: Cllr Ron Hampson (Chair)

CS/NG

Councillors: Amanda Bragg, David Cox,  
Paul Cunningham, Peter Curtis, Ron Davies,  
Rosetta Dolphin, Jim Falshaw,  
George Hardcastle, Ray Hughes,  
Hilary Isherwood, Brian Lloyd, Mike Reece,  
Gareth Roberts and Sharon Williams

4 September 2014

Sharon Thomas 01352 702324  
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Dear Sir / Madam

A meeting of the **HOUSING OVERVIEW & SCRUTINY COMMITTEE** will be held in the **DELYN COMMITTEE ROOM, COUNTY HALL, MOLD CH7 6NA** on **WEDNESDAY, 10TH SEPTEMBER, 2014** at **10.00 AM** to consider the following items.

Pursuant to section 62 of the Local Government (Wales) Measure 2011 and paragraph 5.26 of the Statutory Guidance from the Local Government Measure 2011, a member of the public will be in attendance to speak on Agenda Item 4.

Yours faithfully

Democracy & Governance Manager

## **A G E N D A**

- 1 **APOLOGIES**
- 2 **DECLARATIONS OF INTEREST (INCLUDING WHIPPING DECLARATIONS)**

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The Council welcomes correspondence in Welsh or English  
Mae'r Cyngor yn croesawau gohebiaeth yn y Cymraeg neu'r Saesneg

3 **MINUTES** (Pages 1 - 6)

To confirm as a correct record the minutes of the meeting held on 7 July 2014 (copy enclosed).

4 **TENANCY AGREEMENT CONSULTATION** (Pages 7 - 60)

Report of Chief Officer, Community and Enterprise enclosed.

5 **IMPROVEMENT PLAN MONITORING REPORT** (Pages 61 - 98)

Report of Housing and Learning Overview and Scrutiny Facilitator enclosed.

6 **FORWARD WORK PROGRAMME** (Pages 99 - 106)

Report of Housing and Learning Overview and Scrutiny Facilitator enclosed.

## **HOUSING OVERVIEW & SCRUTINY COMMITTEE** **7 JULY 2014**

Minutes of the meeting of the Housing Overview & Scrutiny Committee of Flintshire County Council held in the Clwyd Committee Room, County Hall, Mold on Monday, 7 July 2014

**PRESENT: Councillor Ron Hampson (Chairman)**

Councillors: David Cox, Paul Cunningham, Peter Curtis, Ron Davies, Rosetta Dolphin, Jim Falshaw, George Hardcastle, Ray Hughes, Brian Lloyd, Mike Reece, Gareth Roberts and Sharon Williams

**SUBSTITUTION:**

Councillor Haydn Bateman for Amanda Bragg

**ALSO PRESENT:**

Councillor Bernie Attridge attended as an observer

**APOLOGY:**

Councillor Hilary Isherwood

**CONTRIBUTORS:**

Chief Officer (Community and Enterprise), Housing Regeneration & Strategy Manager and Programme Manager

**IN ATTENDANCE:**

Housing and Learning Overview and Scrutiny Facilitator and Committee Officer

**17. DECLARATIONS OF INTEREST (INCLUDING WHIPPING DECLARATIONS)**

No declarations of interest were made.

**18. MINUTES**

The minutes of the meetings of the Committee held on 21 May and 10 June 2014 had been circulated to Members with the agenda.

Councillor Haydn Bateman sought clarification on the energy efficiency measures for solid brick properties and asked about the process for privately owned properties. The Housing Regeneration & Strategy Manager explained that a sample of solid brick properties had been identified in areas where schemes could be put together. He added that he would speak to Councillor Bateman following the meeting on specific ward issues.

In highlighting the fifth paragraph on page 13, Councillor George Hardcastle indicated that he had not received details of the current total rent arrears which had been requested at the previous meeting. The Housing and Learning Overview and Scrutiny Facilitator advised that she had asked for the information but would speak to the appropriate officer again to obtain the details for the Members.

Councillor Peter Curtis asked about the possibility of direct telephone numbers for Flintshire Connects offices at the previous meeting and queried whether any feedback was available about the request. The Chief Officer (Community and Enterprise) explained that a review of contact centres was being undertaken and Councillor Curtis' request would form part of the review.

**RESOLVED:**

That the minutes be approved as a correct record and signed by the Chairman.

**19. HOUSING REVENUE ACCOUNT SUBSIDY (HRAS) SYSTEM**

The Chief Officer (Community and Enterprise) introduced a report to provide the Committee with the content of the Welsh Government (WG) consultation document identifying ways to end the Housing Revenue Account Subsidy (HRAS) system by voluntary agreement.

The Chief Officer detailed the background to the report and the key elements of the agreement were reported in paragraph 2.02. UK Government had agreed that exit from the system could take place from 1 April 2015 but this would require a voluntary agreement, secured and managed by Welsh Government and all 11 Councils must agree and sign the agreement. The WG consultation document identified a rationale, and proposal for, distribution of settlement buy out figures and three options for distribution of the borrowing cap. She provided full details of the figures for distribution of the Settlement Value with option one being the preferred option and also detailed the options for distributing the Borrowing Cap; consensus had been reached that option 3 was preferred.

Councillor George Hardcastle asked if the information provided could result in more than 100 new Council houses being built. The Chief Officer (Community and Enterprise) said that if the third option was approved, Flintshire County Council would receive £14.3m for new build which would allow the generation of 150 houses based on each costing an estimated £0.100m to build.

The Chief Officer (Community and Enterprise) drew Members' attention to the response to the consultation document on page 41 and highlighted question 7 in particular which identified that a clear understanding about the long term funding of Major Repairs Allowance (MRA) was required along with an urgent need for a review of the Right to Buy scheme.

Councillor Rosetta Dolphin raised concern about the request from Wrexham County Borough Council for £118m borrowing for the Welsh Housing Quality Standard and whether Flintshire County Council would be liable for any part of the monies in the event of a merger between the two Councils. She also expressed her disappointment that the allocation to Flintshire County Council for new build would drop to £14m if option three was approved. The Chief Officer (Community and Enterprise) said that if the authorities did join together any borrowing would also be "joined". She added that if efficiencies in the HRA could be maximised, then the number of new build Council housing could increase from the 100 already identified. WG had made clear that it was important that the new build allocation was used which could mean that there could be the opportunity for those Councils that had plans and programmes in place to receive additional

funding if the remaining authorities did not use their allocation, and agreed for others to utilise it.

Councillor Jim Falshaw asked how the WHQS standard could be maintained if the MRA was not guaranteed for future years. The Chief Officer (Community and Enterprise) said that investment was in place up to 2020 to meet the WHQS and to maintain the standards after that date; the plan had identified surpluses after 2020 which could also be utilised, but lack of certainty about MRA was a key risk area.

Councillor Gareth Roberts said that it was important to reach agreement with the other ten authorities and echoed the concerns of Councillor Dolphin about the figure from Wrexham County Borough Council of £118m for WHQS. Councillor George Hardcastle welcomed the proposals for 100 new build Council houses in six years, but he felt that the number should be higher. The Chief Officer (Community and Enterprise) explained that the borrowing cap allocation for new build only totalled £112m for the whole of Wales and it was therefore important to have a prudent use of capital and an increased programme of efficiencies in the HRA.

In response to a question from Councillor Hardcastle about whether pre-fabricated dwellings had been considered, the Chief Officer (Community and Enterprise) said that a range of options had been explored in consideration of the next agenda item. She added that it was important to identify whether such options were appropriate for Flintshire County Council and said that non-standard build was not always cheaper. She confirmed that the provision of bungalows would be included in any future proposals. It was possible to apply to WG to suspend the Right to Buy scheme for five years on new builds with a further five year extension possible but further measures were needed to ensure any new Council properties were protected as public assets.

**RESOLVED:**

That the Flintshire response to the HRAS Consultation document be noted and supported.

**20. STRATEGIC HOUSING AND REGENERATION PROGRAMME (INCLUDING FLINT)**

The Chief Officer (Community and Enterprise) introduced a report to seek Members' views on the commencement of early action (serving a Prior Information Notice (PIN notice)) to begin a procurement exercise for new build housing. This would include progressing the regeneration of Flint Town Centre and redevelopment of the cleared sites of the maisonettes, and to procure a development partner to deliver a council house building programme. The Strategic Procurement Advisor, was introduced to the Committee.

In detailing the background to the report, the Chief Officer (Community and Enterprise) explained that nearly all of the maisonettes had been emptied and that only ten tenants had not had a property identified for them to move into. There was a need to move forward with the demolition of the maisonette blocks and it was expected that all of the sites would be cleared by Spring 2015. Work

had been ongoing to develop options for the provision of extra care housing in the town and a preferred Registered Social Landlord partner had been chosen to take forward proposals for a new 60 plus bed scheme on the site of the maisonettes. Work was also underway to progress plans to provide a new primary health care centre in Flint. Betsi Cadwaladr University Health Board (BCUHB) had stated a preference for this to be on the site of the Leas maisonettes. The report contained details of the mixed tenure development on the Walks site and including the extra care scheme, the total scheme would provide 170 new homes and a Primary Health care centre on what was the site originally for 214 homes; details were provided of the proposed tenure mix.

The Chief Officer (Community and Enterprise) spoke of the land within the Housing Revenue Account (HRA) which was earmarked for development and of new sites being identified following a review of garage sites. Any homes developed for affordable rent or affordable purchase would be managed by NEW homes, with a view to them being purchased by the company longer term. The next step in the process was to carry out formal consultation with the market by serving a PIN notice, prior to seeking approval from Cabinet to commence a procurement process in September 2014. Procurement would take approximately nine months depending on the chosen procurement method which would allow the earliest start on site for any development to be autumn 2015, subject to planning permission. The Chief Officer also explained the appendices attached to the report.

The Chairman welcomed the exciting news for the Council.

Councillor George Hardcastle asked about paragraph 2.02 and the Chief Officer (Community and Enterprise) said that the property of the one remaining home owner had been purchased at market value. She added that some of the tenants had been reluctant to move but officers were now confident that agreement had been reached for all of the remaining tenants to be relocated. The Chief Officer (Community and Enterprise), in response to a question from Councillor Mike Reece, confirmed that the garage site in Flint was to be demolished.

Following questions from Councillors Rosetta Dolphin and Paul Cunningham, the Chief Officer (Community and Enterprise) said that if the extra care development did take place on the Leas maisonettes site, then a fair valuation would need to be agreed by all concerned. The Programme Manager said that a working group was looking at the feasibility at taking forward the proposal from BCUHB.

Councillor Haydn Bateman asked if the land had been included in the Local Development Plan. The Chief Officer (Community and Enterprise) said that some of the sites in HRA ownership and Council's ownership had been identified as housing sites. Discussions would need to take place with Planning colleagues about housing need for settlements which had exceeded their growth rate.

In response to a question from Councillor Ray Hughes, the Chief Officer (Community and Enterprise) confirmed that long term vacant properties could be considered.

**RESOLVED:**

That the proposals contained within the report to take forward the procurement of new homes in Flint to replace the maisonettes and for small scale new development on other key council sites be supported.

**21. MEMBERS OF THE PUBLIC AND PRESS IN ATTENDANCE**

There was one member of the press and no members of the public in attendance.

(The meeting started at 2.00 pm and ended at 3.02 pm)

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**Chairman**

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## FLINTSHIRE COUNTY COUNCIL

**REPORT TO:** **HOUSING OVERVIEW & SCRUTINY COMMITTEE**  
**DATE:** **WEDNESDAY, 10 SEPTEMBER 2014**  
**REPORT BY:** **CHIEF OFFICER, COMMUNITY AND ENTERPRISE**  
**SUBJECT:** **TENANCY AGREEMENT CONSULTATION**

### **1.00 PURPOSE OF REPORT**

- 1.01 The purpose of this report is to provide an overview of the formal consultation process in relation to the council's intention to introduce a revision of its tenancy conditions.
- 1.02 Members are requested to consider the document and note its content and support the final implementation of the new agreement.

### **2.00 BACKGROUND**

- 2.01 The existing tenancy document used by the council has been in use for nearly 20 years. Legislation has developed during this time period which the existing tenancy document does not reflect.

Cabinet approved a revised tenancy agreement for Council Housing on the 19<sup>th</sup> July 2011. It was agreed at the time that the process of consultation and implementation would start after the Housing Ballot in Spring 2012.

This has been a complex and detailed piece of work which has been advised upon by both specialist external solicitors and the council's own legal team.

### **3.00 CONSIDERATIONS**

- 3.01 The consultation period ran from March 2014 to May 2014. The consultation period was for two months to give tenants ample opportunity to read the documentation, attend any of the drop-in sessions or ask questions of council staff.

#### **3.02 Consultation Methods**

##### **Tenant's Conference**

The consultation was launched at the tenant's conference at The Civic Hall, Connahs Quay on 3<sup>rd</sup> February 2014. This included a presentation on the proposed agreement, along with copies of the

documents to be sent to tenants and an opportunity to come to a presentation stand to look at these and ask questions and give feedback.

## **Postal**

A copy of the proposed tenancy agreement along with the preliminary notice of variation was sent to all tenants in March 2014. Accompanying these documents was a summary of the changes between the existing tenancy conditions and the proposed ones. In addition, a schedule of drop-in events which were held across the county in the consultation period was included in the pack.

Details of how customers could respond to the consultation along with a form for customers to complete were also sent.

Documents were provided in the medium of Welsh and English along with details of how the documents could be provided in other formats if required.

As a result of making the consultation documents available in other formats, a request was received to produce these in audio format for accessibility reasons. This was produced and provided to the customer requesting it.

## **Social Media & Flintshire County Council Website**

Details of the consultation were posted on both the council's website and on the Housing in Flintshire Facebook page.

## **Drop-In Events**

A series of 15 drop-in events was held throughout the consultation period. The details of these are as follows:

| <b>Date</b>                           | <b>Location</b>                        |
|---------------------------------------|--|
| <b>Friday 28<sup>th</sup> March</b>   | <b>Saltney Ferry</b>                   |
| <b>Friday 28<sup>th</sup> March</b>   | <b>Sealand Manor</b>                   |
| <b>Friday 28<sup>th</sup> March</b>   | <b>Riverside park</b>                  |
| <b>Monday 31<sup>st</sup> March</b>   | <b>Holway</b>                          |
| <b>Wednesday 2<sup>nd</sup> April</b> | <b>Treuddyn</b>                        |
| <b>Thursday 3<sup>rd</sup> April</b>  | <b>Drury</b>                           |
| <b>Thursday 3<sup>rd</sup> April</b>  | <b>Buckley</b>                         |
| <b>Wednesday 9<sup>th</sup> April</b> | <b>Saltney</b>                         |
| <b>Wednesday 9<sup>th</sup> April</b> | <b>Ewloe</b>                           |
| <b>Thursday 10<sup>th</sup> April</b> | <b>Mold</b>                            |
| <b>Thursday 10<sup>th</sup> April</b> | <b>Bagillt</b>                         |
| <b>Tuesday 15<sup>th</sup> April</b>  | <b>Mostyn</b>                          |
| <b>Tuesday 15<sup>th</sup> April</b>  | <b>Pen-Y-Ffordd (North Flintshire)</b> |
| <b>Thursday 17<sup>th</sup> April</b> | <b>Shotton</b>                         |
| <b>Thursday 17<sup>th</sup> April</b> | <b>Connahs Quay</b>                    |

- 3.03 The responses to the consultation were predominantly questions about how the tenancy agreement could be enforced, whether security of tenure was affected and whether ownership of tenant's homes would be affected by the changes.

Responses provided to tenants were that enforcement of the tenancy agreement would remain the same (pending new powers to tackle anti-social behaviour being introduced in law in October of this year). Security of tenure is not affected and Flintshire County Council would still be the landlord on introducing the new agreement.

Some customers used the feedback form to provide feedback on other issues and services. These were sent to the relevant departments and actioned.

The key area of concern from customers was the proposed condition that if they failed to give access for a pre-arranged appointment then a charge could be raised against them. Customer feedback was that this either needed to be reciprocal or excluded from the agreement.

One customer raised concerns regarding the legal provisions on tenants "right to manage" or "right to choose an alternative landlord". Legal clarification was sought from the council's solicitor and this feedback was provided to the customer who requested it. Of particular concern to the customer was tenants right to choose an alternative landlord which is a right provided by the Housing Act 1985.

Section 32 of the Housing Act 1985 is the statutory power provided to local authority landlords to dispose of land held for housing purposes.

To exercise that power (apart from in limited circumstances such the letting of housing land on a secure tenancy or the right to buy etc) consent must be given by Welsh Government. A lengthy and complex consultation process (like the one this authority went through a few years ago) would have to be followed and this would involve balloting the tenants.

Section 32 is applicable to Wales; however, the exercise of the power to dispose of housing land would be subject to consent from the Welsh Minister as opposed to the Secretary of State in England.

As the above relates to tenant's qualified legal rights, and not to a contractual term of the tenancy, it is not thought either necessary or appropriate to remove this section, particularly as one of the aims of the new agreement was to make tenant's legal rights more explicit.

### **Next Stage**

The next stage of the process is to issue a notice of variation to all tenants. This will advise them of the outcome of the consultation

process and that the new agreement will take effect from 1<sup>st</sup> November 2014.

#### **4.00 RECOMMENDATIONS**

4.01 Members of this Committee are asked to consider the content of this report and support the final implementation stage of the new agreement which will involve writing to all tenants.

#### **5.00 FINANCIAL IMPLICATIONS**

5.01 Administrative and postage costs.

#### **6.00 ANTI POVERTY IMPACT**

6.01 No negative impact.

#### **7.00 ENVIRONMENTAL IMPACT**

7.01 No negative impact

#### **8.00 EQUALITIES IMPACT**

8.01 The documents have been made available in different formats and any format is available on request.

#### **9.00 PERSONNEL IMPLICATIONS**

9.01 None

#### **10.00 CONSULTATION REQUIRED**

10.01 As above, details of how the consultation has been used will be included in details to tenants.

#### **11.00 CONSULTATION UNDERTAKEN**

11.01 As detailed above.

#### **12.00 APPENDICES**

12.01 

1. Copy of the proposed agreement
2. Copy of the preliminary notice of variation
3. Copy of the summary of changes

**LOCAL GOVERNMENT (ACCESS TO INFORMATION ACT) 1985**  
**BACKGROUND DOCUMENTS**

None

**Contact Officer:** Helen Grant  
**Telephone:** 01352 701755  
**Email:** [helen.grant@flintshire.gov.uk](mailto:helen.grant@flintshire.gov.uk)

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# Tenancy **Agreement**

This is an important legal document.

Please keep it safe.



## Welcome to your new home

Flintshire County Council would like to welcome you to your new home and community. We hope that you will be very happy as a council tenant.

This tenancy agreement sets out both your obligations as a tenant and those of Flintshire County Council as your Landlord. This agreement is a legally binding contract between yourself and Flintshire County Council.

**Available in Audio Tape, Braille, large print and other languages on request.**

**If you would like this document in another language please contact your Local Housing office or Flintshire Connects Office.**

**This message will be printed in other languages here.**

The English Language version of this Tenancy Agreement (the original version) shall have precedence over any translation which is provided for you or obtained by you. Any translated version of this Tenancy Agreement (except for Welsh) is provided for your convenience only. In the event of any dispute or disagreement in relation to the original version and any version provided for you or obtained by you in any other language, and in the event of any action in relation to a breach of terms of the Tenancy Agreement, the terms of the original version shall prevail.



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## Section 1

# Tenancy Details Form

The purpose of the tenancy details form is to ensure that you and the Council agree to meet the conditions of this agreement.

Both the introductory and secure tenancy details forms record the following information:

- Our name and address
- Your name and address
- The address of the property to be rented
- Type of property
- Start date of your tenancy
- Type of tenancy
- Rent for this property
- Your signature
- Our signature
- Your payment details

If you accept the conditions set out in this tenancy agreement, you will need to complete either the introductory tenancy details form or the secure tenancy details form which can be found at the end of this agreement. You will be told by your Neighbourhood Housing Officer which one applies to you.

The form is at the back of this document.

By signing the Tenancy Details Form you are agreeing that the information provided in your Housing Application Form is correct.

## Section 2

# Information About Your Tenancy Agreement

### Your tenancy agreement

When you sign this tenancy agreement, you will become our tenant and live in the property under the conditions of this agreement. This tenancy agreement sets out your tenancy type. The conditions contained in this tenancy agreement apply to all types of tenancy unless otherwise stated. You will be responsible for any breach of these conditions by members of your household, including lodgers and sub-tenants and your visitors.

It is important that ***you know and understand*** what conditions you are agreeing to. If there is anything you do not know and understand you should **seek advice** from Flintshire County Council, a solicitor, a Law Centre, the Citizens Advice Bureau, a Housing Advice Centre or Shelter.

If you **breach** a tenancy condition, we may take steps to end your tenancy. There are some circumstances (for example, cases of noise nuisance) where you may also be **breaking the law** and we will take any appropriate action.

'You' means the tenant of the property, and where there are joint tenants, each and everyone of them.

## Your right to live in the property

This agreement gives you the right, as a tenant, to live in the property unless there is a legal reason for us to take action against you to recover possession of the property. For example this might happen if:

- You break any of the conditions of this agreement.
- You stop using the property as your principal or only home.
- You have given false or fraudulent information to get the tenancy.
- We need to carry out redevelopment or major repairs to the property, which we cannot do unless you move out.
- There is a legal ground for possession under the Housing Act 1985, the Housing Act 1996 or any other law.

## Joint tenancies

If you are a joint tenant we can enforce the tenancy conditions against both or all the joint tenants **together** or as **individuals**. As a joint tenant you also have **equal rights and obligations**. This means each tenant is responsible for making sure that rent is paid and either tenant can be held responsible if this Tenancy Agreement is breached.

## Type of tenancy

There are two types of tenancy entered into by Flintshire County Council namely; introductory and secure.

If we give you an introductory tenancy, the **first 12 months** of your tenancy period is a trial period. During this trial period the courts will allow us to end your tenancy as long as we have followed the correct legal procedures. We may extend this trial period in certain circumstances.

As an introductory tenant you will have **fewer rights** than a secure tenant, these are explained on pages 9 to 11 of this agreement. If we gave you this tenancy while you were part way through an introductory tenancy with another housing provider, you must serve the rest of the 12 month trial period and any extended period before you become a secure tenant with us. When the trial period and any extended period has come to an end, you automatically become a secure tenant unless we have issued court proceedings to end your tenancy.

**'demote your tenancy'** means you could lose your original tenancy status and be evicted more easily.

If we give you a secure tenancy or you become a secure tenant you will have **extra legal rights** set out on pages 9-11 of this agreement.

As a secure tenant you must still behave responsibly and keep to the conditions of this Agreement. If you **breach the conditions** of this agreement we have the right to take you to court where a judge would then decide if we could **evict** you or **demote your tenancy**.

'Us' means  
Flintshire  
County  
Council.

### **Third parties**

This agreement does not give rights to anyone except you and us, and anyone who legally takes over our duties or your tenancy.

### **Data protection**

We will keep to the Data Protection Act 1998 when we deal with personal and sensitive information. This means we will use your personal information in line with the law.

### **Notices**

Tenants who wish to serve Notices and other communications (including notices in proceedings) on the Council should do so in writing and send or deliver the Notices to:

**Community Services Directorate  
County Offices  
Chapel Street  
Flint  
Flintshire  
CH6 5BD**

The Tenant accepts that a Notice of Seeking Possession, Notice to Terminate or other formal Notice relating to the tenancy served on him or her is good service, if the Notice is posted, delivered or left at the premises or their last known address, and addressed to the tenant. The Notice would be deemed served on the tenant within 48 hours of being delivered to, posted to or left at the premises or their last known address.

## Section 3 Your Rights

Regardless of whether you are an introductory or secure tenant, you have certain legal rights. This section sets out your legal rights.

### Rights for both introductory and secure tenants

#### Right to live in the property

No tenant can be made to leave their home unless ordered to do so by a court. It will usually be because the tenant has not kept to the terms of the Tenancy Agreement or has broken the law. The court process is different depending on whether you are an introductory or a secure tenant.

#### Right to repair

You can get certain urgent repairs done quickly and at no cost to you. You can also expect to have certain urgent repairs carried out within set times under the Right to Repair regulations. These are repairs which, if not completed on time, would seriously affect your health or safety. You will be told if a repair you requested is classified as a **'qualifying repair'**.

A list of current **'qualifying repairs'** is contained in the *Tenant Handbook*

#### Right to Succession

If the tenancy of your home has not already passed from one person to another via a succession, the tenancy of your home can be succeeded by the remaining joint tenant or to your spouse or civil partner providing they are living with you at the time of your death.

**'Succession'** happens when a tenant dies and their tenancy is passed onto another person.

**'Assign'** means the transfer of your tenancy to someone else. An assignment to someone who is qualified to succeed counts as a succession (i.e. under the 'one succession only' policy).

Depending on when your tenancy began, if there is no remaining tenant, spouse or partner, the Council may allow the tenancy to pass to a relative (your parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew or niece) providing that person can establish to our satisfaction that they have been living with you continuously for the previous twelve months prior to date of death. Note that, in accordance with the Housing Act 1985, only **one person** may succeed to a tenancy. A member of your family who is entitled to succeed, may be required to move to alternative accommodation if we consider the property is not suitable for their needs.

### **Right to assign**

You have the right to assign your tenancy to someone else, but only if you have our written permission and only if it is permitted in laws. If you want to assign your tenancy, you should write to your Neighbourhood Housing Officer, with your reasons for transfer to see if it is allowed.

### **Right to your information**

We must treat all **personal information** about tenants as confidential. However, by law, we must **share essential information with certain public bodies**. You can see information which relates to you and is held by us on file or on computer, provided you give us reasonable notice. We have the right to make an administrative charge for this.



If you are unhappy about any information or expression of opinion recorded in your files, you can ask for it to be corrected or removed. If we disagree with your request, you can insist that your views on the matter are added to the records.

### **Your right for involvement**

You have the right to start or join a **local tenants group**. You can contact your Customer Involvement Officer for information about groups in your area or about how to start one.

### **Your right to consultation on housing management matters**

We must by law, provide you with information about your Tenancy Agreement and about certain policies and procedures. We must also inform you about how well we are carrying out work in line with standards set down by the National Assembly for Wales. We will keep you **informed** about what is happening by publishing information periodically.

We must **consult** you about any changes to your Tenancy Agreement, any modernisation or improvement planned for your home, or any changes to our housing management policies. We do not have to consult you before making changes to rent or other charges but we must give you notice of those charges. When we do consult you, we will, where possible offer you choices - not just give you information about decisions already made.

We will ask you for your comments and look into what you say before a final decision is made. The methods of consultation may include; visits by staff or consultants, letters, surveys to residents, meetings, open days or exhibitions.

### Your 'right to manage'

You and your neighbours may choose to form a **tenant management co-operative** which could take over managing one or more aspects of the housing service. Your new organisation must be approved by National Assembly for Wales. A consultation process would be conducted before such a change could take place.

## Extra rights for secure tenants only

A 'mutual exchange' is where tenants agree to swap properties and tenancies.

### Right to mutually exchange

You can exchange your home with another Council tenant or a tenant of a housing association (nationwide). You must get **written permission** from us and any other landlord involved. We will give permission except where there are specific reasons, which are defined in law.

### Right to improve

You can carry out improvements to your home provided you have our **written permission** before you start work. We may apply some reasonable conditions when we give our permission. We can only refuse to give permission for certain reasons, and we will tell you the reason if we refuse you. If you leave your home, you may get compensation for certain types of improvements you have carried out. However if you cause damage to the property as a result of your improvements you must repair or replace any damage caused.

A '**lodger**' is someone who shares your home as a member of your household.

'**Sub let**' is means granting somebody a right to have private use of part of your home.

### Right to take in lodgers

You can take in lodgers provided you do not overcrowd your home. However you must inform us and the **Unified Benefit Advisory Service** of the name, age and sex of any intended lodger and of the part of your home they will occupy.

### Right to sublet

You can sub-let **part** of your home (not the whole) but only if you first get our **written permission**. However you must **inform us** and the **Unified Benefit Advisory Service** of the name, age and sex of any intended sub-tenant and of the part of your home they will occupy.

### Right to an alternative landlord

You and your neighbours may choose another landlord to manage or own your existing home. The landlord must be approved by the **National Assembly for Wales** and must be willing to buy your home. A rigorous consultation process would be conducted before such a change could take place.

### Right to buy

You can buy your home from us if you legally qualify, provided you have been a **tenant** for at least **5 years** and you are not facing Court action for breach of your tenancy conditions. Members of your family who are living with you may be able to buy your home with you. You may get a discount. The amount of discount depends on the total amount of time you have spent as a tenant of the Council or other right to buy landlord, and whether the property is a house or a flat.

However houses specially built or adapted for disabled or older people, or people with special needs may be excluded from the right to buy.

## Section 4 Rent and other charges

Your rent is used to pay for the housing services you receive. It is important that everyone pays their rent regularly and on time so that we can afford to provide high quality services. This section tells you about your obligations to pay your rent.

### Our obligations:

1. If we collect the gas charge, electricity charge, tenancy support charges, water and sewerage charges, septic tank charge, contents insurance, or the concessionary TV licence and other services as part of your total rent we will pay them to the appropriate organisations.
2. We will give you at least 4 weeks notice in writing if we increase or decrease the **rent**.
3. We may increase or decrease the **other charges** which are included in the rent with **less** notice than 4 weeks.
4. You will be told in writing at least one week before any change to these **charges**.
5. We will provide you with an up to date **rent statement** four times a year and whenever you ask for one.
6. You may also be required to pay service charges. These are charges which are not covered by rent. Examples of services that may be covered are cleaning of communal areas, gardening and other services in communal areas. If there is a service charge it will be identified clearly on the Tenancy Details Form.

### Your obligations:

6. You must pay your rent and any other charges regularly and on time. Rent is due **weekly in advance** on a **Monday**.
7. Your rent **may include charges** for gas, electricity, water and sewerage, septic tank, contents insurance, or the concessionary TV licence and other services, if it does not you must pay for them directly.
8. You agree that, if **support services** are included as a condition of occupancy, you will accept, pay for and make use of the agreed support services provided by us on your behalf.
9. You must pay any **rent arrears** due in accordance with any agreement entered into with us. This also applies to any arrears accrued from a previous tenancy you have held with us.

## Section 5 Repairs and Improvements

Looking after your home is a joint responsibility between us and you.

We are responsible for most repairs, maintenance and servicing needed to the property, but you are responsible for a number of minor repairs and for decorating the inside of your home. Full details of our responsibilities for the work we will carry out can be found in the Tenant Handbook.

### Our obligations:

1. We must **keep in repair** the structure and exterior of the property.
2. We will **decorate the outside** of your home and the shared parts when necessary or according to planned maintenance programme, unless you have done the work yourself.
3. We will keep **communal grounds** and **landscaped areas** that are our responsibility clear and tidy.

### Your obligations:

4. You must **report promptly** to us any defects in the property which are our responsibility to repair and not allow the property to fall into disrepair through neglect.
5. If you report a repair or arrange for any works (including servicing) and then **fail to keep the appointment** without giving at least 24 hours notice we may **recharge** you for our reasonable expenses reasonably incurred i.e travelling costs, wasted labour costs.

6. You must **keep in good repair** all parts of the property which we are not obliged to repair, and not allow the property to fall into disrepair through neglect.
7. If you have **failed to do repairs** which are your responsibility, we will give you notice in writing of the work which must be done and a reasonable time in which it must be completed. If you don't, we may do the work and make you pay for it.
8. You must **let us or our representatives, agents or contractors access the property** to carry out for example; necessary repair inspections, repairs, improvements, planned programmes, gas servicing and safety checks, and to complete tenancy audits and inspections , as long as:
  - You have had at least 24 hours notice in writing (unless there is an emergency); and
  - They show you their proof of identity.

If there is an emergency (such as, where somebody may be in danger, there is a risk of damage to the property, or the adjoining property) we will not give you any written notice and you must let us enter your home immediately. We reserve the right to force entry in to the property without giving you any notice. We will only gain entry if you are not there to let us in immediately, or if you refuse to let us in. If we do gain entry, we will make the property secure when we leave it.



9. You or any members of your household or your invited visitors must not **damage the property**. If you or they cause any damage, you must put it right to our satisfaction. If you don't, we may do the work and make you pay our reasonable costs, reasonably incurred.
10. You must not **knock down, alter or remove** any part of the property without our **written permission**.
11. You may **carry out improvements** to your property only with our written permission first. You must also obtain and comply with any required Building Regulations and Planning Permission. Where the improvements affect the gas or electrical systems the work must be carried out by an appropriately qualified and registered person or contractor.

## Section 6 Using Your Home

We aim to ensure that our customers are able to live in an area that is clean, safe and pleasant. This section tells you about your obligations to ensure this standard is maintained.

### Our obligations:

1. We may provide, or arrange to be provided **support services** to help you maintain your tenancy and maintain the security and safety of your home, as agreed with you. These support services may be provided by us or an agency on our behalf.

### Your obligations:

1. You must use the property as **your only or main** home throughout your tenancy.
2. You must obtain our written permission to use any part of the property for any trade, **business** or other purpose except as your home.
3. You must not allow more people to live in your home that the Council considers reasonable and so cause **overcrowding** as defined in law.
4. You must tell us if you will be away from your home for more than 28 days. This is to make sure we know you have not just **abandoned your property**. If your job means that you are away from the property for long periods, you should discuss this with us.

5. You must keep both the **inside** and **outside** of your property in a **clean, tidy and sanitary condition** to our satisfaction. Also you must ensure that all refuse and unwanted household items are disposed of in a safe and hygienic manner. If your home has a recycling bin or bin chute, you must use it in line with our recycling policy.
6. You are responsible for **decorating** the inside of your home and keeping it in a reasonable state of decoration.
7. You must keep your **garden** tidy by cutting the lawns and trimming the hedges and bushes. If the garden is overgrown, we may do the work and charge you our reasonable costs reasonably incurred. Or, we may take court action against you and charge you the cost of this action if the court agrees. You must not store rubbish, furniture or household appliances in the garden area. We will give you seven days notice to remove the items. If you do not remove them within seven days, we may do it for you and charge our reasonable costs reasonably incurred. Or, we may take court action against you and charge you our costs.
8. You must not remove, or alter an existing fence, replace or plant any **hedge** or **tree**, or put up a **fence** without getting our written permission.
9. You must not erect any garden structure such as a **shed, greenhouse, pigeon loft or garage** in your garden without the our written permission.
10. You must not erect or remove or fix a **radio or TV aerial, satellite dish or earth wire** to the outside of the property without our written permission.

11. If you live in a sheltered housing accommodation, you and the people you are responsible for must not smoke in the shared areas of the building where “**No smoking**” signs are displayed. These areas include any stairwells, corridors, lifts and landings, and any shared bathroom, lounge or kitchen facilities.
12. You must not store any quantity of **flammable material or gas** in the property, sheds, garages or outhouses except where it is reasonably needed for normal domestic use, in which case it must be stored safely.
13. Tenants of Castle Heights, Richard Heights and Bolingbroke Heights in Flint must not bring in, or use, fireworks or any **domestic bottled gas** in the building.
14. You must co-operate with us to ensure that all the areas in your home and the communal areas are, kept in a **clean and tidy condition, free of obstructions, and free of litter** and rubbish. You must ensure that personal items or other belongings do not cause a fire hazard, obstruction or any other Health & Safety risk. If they do, you must co-operate with us to remove the items.
15. You, or members of your household or your invited visitors must not interfere with any fire evacuation signs or **equipment** for detecting or putting out **fires**.
16. You, or members of your household or any visitors must ensure that **security/fire doors are kept shut** at all times.

17. You must not **park** or allow anyone else to park, any motor vehicles, caravans, boats, trailers etc., in your garden without our written permission. Permission will then only be granted at our discretion and then only where there is a properly constructed hard standing and dropped kerb in place.

18. You, or members of your household or your invited visitors, must **not park any private motor vehicles** on the communal areas except where we have marked a parking area or with our written permission.

19. **Any other vehicle, or caravan, motorhome, boat or trailer** may not be parked on the communal areas except on marked parking areas and garage sites and then only with our written permission.

20. You, or members of your household or your invited visitors, must not do **major vehicle repairs** or park an unlicensed or unroadworthy vehicle on communal areas.

21. You, or members of your household or your invited visitors, must not park in any bay reserved for emergency vehicles or obstruct any area which may hinder access for emergency services.

## Section 7

# Being a Good Neighbour

As a tenant you must respect and be considerate to your neighbours. Everyone has the right to live the way they wish to, providing they do not interfere with people living near them, or break the law. In most cases it would be expected that people resolve their own problems peaceably. If this fails then we **may** take appropriate action against you, if you, or anyone living with you or visiting your home (including children), break any condition of this tenancy agreement by behaving in a way that may cause nuisance or annoyance to other people. Possible courses of action may include - formal warnings, demotion of tenancy, injunctions or possession proceedings.

### Our obligations:

1. We will not interfere with how you use your home as long as you keep to the terms of this agreement or unless there is any other reason under the Housing Acts of 1985 and 1996 or any other law where we may need to.
2. We will respond to any complaints of nuisance, harassment or victimisation and take appropriate action.

**'Nuisance'** means behaviour that is harmful, offensive, annoying disagreeable, or interferes with the quiet enjoyment of another person

### Your obligations:

3. You (or anyone living with you or visiting the property) must not act in any way which is anti social or is likely to cause a **nuisance or annoyance** to any other person. Examples of nuisance include, but are not limited to:

- **Throwing** items from windows, balconies or walkways
- **Loud music** or **loud noise** from a TV, radio, hi-fi or musical instruments
- **Loud arguing** and **shouting** and **frequent door slamming**
- **Dog** barking and fouling
- **Offensive, abusive** and **threatening** behaviour
- Annoying car maintenance or broken down vehicles
- Offensive intoxication
- DIY work at unsociable hours

**'Harassment'** means behaviour that uses violent words or actions against a person or groups of people.

4. You must not commit or threaten any form of **harassment** against any other person. This includes harassment on the grounds of sex, gender, age, religion, race, colour, sexual orientation and disability. Examples include, but are not limited to;

- **Racist** behaviour or language
- Using or threatening to use **violence**, including **domestic violence and abuse**
- Repeatedly using **abusive** language
- **Damaging** or threatening to damage another person's home or possession
- Writing threatening or abusive **graffiti** or **letters**
- **Intimidation**
- **Targeting** abuse at someone because they have a disability.

5. You must not use, or allow the property and communal parts of the building to be used, for any **illegal or immoral** activity. Examples of such activities include but are not limited to:

- **Prostitution**
- storing, producing or selling **drugs**
- storing or selling **stolen goods**
- the use of **dangerous weapons** such as any type of **gun or rifle, catapult or crossbow**
- **Human trafficking**

6. You must not use harass, abuse, threaten or be aggressive or violent behaviour towards us, **our representatives, agents or contractors.**

7. You must obtain our **written permission before** you keep or look after any **animals, birds or livestock** in the property. Certain types of property are not suitable for keeping animals, birds or livestock. We have a list of addresses that will determine whether permission will be granted. If permission is granted, any animals, birds or livestock being kept or being looked after must not cause a nuisance, annoyance or disturbance to any other person. If they do become a nuisance, annoyance or disturbance we may ask you to remove them from your property. Permission to keep pets will always be subject to conditions to promote responsible pet ownership.



## Section 8

# Changes to Your Circumstances

**By law we must make sure that any personal information we hold about you is accurate and up to date. To ensure our records of you are accurate and up to date, you must tell us of any changes to the occupation of your home or changes to your tenancy. To help you with this you may request a form from us.**

1. If you **change your name by deed poll** or get **married and change your name** you must show us your deed of name change or your marriage certificate before we can change your name on your tenancy agreement.
2. You must tell us about the **birth of any children** or if **somebody moves in** with you on a permanent basis. They will be added to the occupancy records for your tenancy.
3. You must tell us if **somebody leaves** or stops living with you at the property. Their details will then be removed from the occupancy records.
4. If you are already a Council tenant and want to **add someone to your tenancy**, you will need to complete a joint tenancy application form. The granting of a joint tenancy is always at our **discretion** and will only be granted when it is in **the interests of the Council** to do so.
5. We can't just **remove 'a party'** from your tenancy. This can be done only by written agreement of all joint tenants, a court order as part of family proceedings, or by succession.

## Section 9

# Ending Your Tenancy

### When you decide to end your tenancy:

1. You must give us at least **4 weeks notice** in writing when you want to give up your tenancy. The notice must be signed by you. If you are joint tenants, either or any one of you can end the tenancy by giving the written notice which will be binding on both or all of you.
2. The **last day** of your tenancy must be a **Sunday**. You must return the **keys** to the Council offices before 12 noon on the **Monday** following the last day of the tenancy. If you fail to do this, additional rent will become payable.
3. Usually you must pay the rent and all charges for the **whole period of notice**, even if you have moved out and returned the keys before the Monday on which the notice period ends. If you fail to clear any outstanding rent and charges before you move out we will take action to recover the debt.
4. At the end of your tenancy you must give us **vacant possession** of the property. You must clear the property of all your furniture and belongings, leave it in good repair and in a clean and tidy condition (fair wear and tear excepted) and return the keys to the Council offices.
5. If you fail to **clear the property** and/ or leave it in a state of disrepair, we will charge you for the cost of removing items that you leave behind and for any work that is necessary. We will not be responsible for any items that you leave behind.

6. You must not leave anybody living in your home when you move out, such as a **lodger**. If you do so, we will take court action to remove them from the property and you and/or your lodger may have to pay the costs.

### When we want to end your tenancy:

#### 7. **Introductory tenants only**

If you have an introductory tenancy, we can only end your tenancy with a court order. We will only ask the court for a possession order against you if you break the conditions of this tenancy agreement or there is any other reason [in law.]

If you break your tenancy conditions, we may serve a 'Notice to Terminate' on you. This notice will say that the court will be asked to make an order for possession and give the reasons why the action is being taken. It will give you the date after which possession proceedings will start. This will be at least four weeks after the notice is served.

#### 8. **Secure tenants only**

We would have to show that we had valid reasons to evict or demote your tenancy. These are called '**grounds**' and are defined by law. You would have the right to put your case at a court hearing. Before going to court we would usually have to serve you with a Notice of Intention to seek Possession or Notice of Intention to Demote your tenancy setting out our reasons for serving the Notice.

### **Death of a tenant**

9. In the event of your death, the tenancy may pass on to a joint tenant, your spouse or civil partner, or member of your family if they are qualified to succeed.

10. In the event that there is no one qualified to succeed at the time of your death, the tenancy becomes part of your estate. If you have left a will, the tenancy can be brought to end by a personal representative of your estate. The personal representative must give at least four weeks notice in writing ending on a Monday. Your estate is also responsible for other conditions of this agreement set out in clauses 2.0 to 7.7 of this agreement.

11. In the event that there is no will, known as 'intestate', legal responsibility for your tenancy passes to the Public Trustee. We will end the tenancy by serving a 'Notice to Quit on the Public Trustee. A copy of this notice will be given to any next of kin that you may have.

## Section 10 **Complaints, Comments and Compliments**

### **Complaints Procedure**

To make a complaint about a council service follow these simple steps:

**Step 1** Contact the service you have been dealing with or the Customer Services Team (01352 703020). Your complaint will be recorded on a central database and if it is not possible to resolve the matter immediately it will be acknowledged within 5 working days. The service will aim to provide a full response to you within 10 working days from receipt of your complaint.

**Step 2** If you are not satisfied with the response you receive from the service, contact the Customer Services Team (01352 703020) who will ensure that your complaint is considered by a senior officer within the service or the Corporate Complaints Officer. You will then receive a response within 20 working days.

### **Ombudsman**

If you feel that the Council has failed to address or resolve your complaint to your satisfaction you can contact the The Public Services Ombudsman for Wales, 1 Ffordd yr Hen Gae, Pencoed, Bridgend, CF35 5LJ. Telephone 0845 6010987(local call rate), fax 01656 641199, e-mail [ask@ombudsman-wales.org.uk](mailto:ask@ombudsman-wales.org.uk)

## Compliments and Comments

If you wish to make a comment or compliment please contact the relevant service or the Customer Services Team (01352 703020). All compliments and comments are recorded on a central database for monitoring purposes and forwarded to the appropriate service for necessary action or acceptance.

## Tenancy Details Form - Secure

This form contains details of the tenancy between:  
us **Flintshire County Council** of County Offices, Chapel Street, FLINT CH6 5BD and  
you (full name(s) of the tenant(s) in **BLOCK CAPITALS**.

① \_\_\_\_\_

② \_\_\_\_\_ Relationship to ①: \_\_\_\_\_

The property rented in this agreement is at:

\_\_\_\_\_

Type of property: \_\_\_\_\_

Start date of tenancy: \_\_\_\_\_ / \_\_\_\_\_ /20 \_\_\_\_\_

Type of Tenancy: This tenancy is a **secure** tenancy

Rent for this property: The basic rent (not including any charges) for the property at  
the start of this agreement will be: £ \_\_\_\_\_

|   |
|---|
| Other charges due as part of your total rent £ _____ (water and sewerage) |
|---|

|   |
|---|
| Charges included as part of your total rent           |
| £ _____ (Heating)                      £ _____ (T.V.) |

**(These 'Other Charges' are not eligible for Housing Benefit)**

|                          |
|--------------------------|
| Service Charges: £ _____ |
|--------------------------|

|                                  |
|----------------------------------|
| Total weekly amount due: £ _____ |
|----------------------------------|

**Payment: The total rent is due on Monday each week (for the week ahead).**

I/We have inspected the property and accept the tenancy from the above date.

I/We have received, read and understood the conditions of tenancy and agree to abide by them.

I/We understand that if I/We have given false information, you may prosecute and you may take  
steps to end the tenancy.

Your signature: ① \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ /20 \_\_\_\_\_

② \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ /20 \_\_\_\_\_

On behalf of Flintshire County Council

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ /20 \_\_\_\_\_

## Tenancy Details Form - Introductory

This form contains details of the tenancy between:  
us **Flintshire County Council** of County Offices, Chapel Street, FLINT CH6 5BD and  
you (full name(s) of the tenant(s) in **BLOCK CAPITALS**.

① \_\_\_\_\_

② \_\_\_\_\_ Relationship to ①: \_\_\_\_\_

The property rented in this agreement is at:

\_\_\_\_\_

Type of property: \_\_\_\_\_

Start date of tenancy: \_\_\_\_\_ / \_\_\_\_\_ /20 \_\_\_\_\_

Type of Tenancy: This tenancy is an **introductory** tenancy

Rent for this property: The basic rent (not including any service charges) for the  
property at the start of this agreement will be: £ \_\_\_\_\_

|   |
|---|
| Other charges due as part of your total rent £ _____ (water and sewerage) |
|---|

|   |
|---|
| Service charges included as part of your total rent |
| £ _____ (Heating) £ _____ (T.V.)                    |

**(These 'Other Charges' are not eligible for Housing Benefit)**

|                          |
|--------------------------|
| Service Charges: £ _____ |
|--------------------------|

|                                  |
|----------------------------------|
| Total weekly amount due: £ _____ |
|----------------------------------|

**Payment: The total rent is due on Monday each week (for the week ahead).**

I/We have inspected the property and accept the tenancy from the above date.

I/We have received, read and understood the conditions of tenancy and agree to abide by them.

I/We understand that if I/We have given false information, you may prosecute and you may take  
steps to end the tenancy.

Your signature: ① \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ /20 \_\_\_\_\_

② \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ /20 \_\_\_\_\_

On behalf of Flintshire County Council

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ /20 \_\_\_\_\_



## **IMPORTANT NOTICE!**

### **Proposed Changes to Your Tenancy Agreement**

#### **Tenancy agreement consultation - 'Just Drop In' sessions timetable**

*During the consultation period, we would value your comments on the proposed changes. If you would like to talk to housing staff about the new tenancy agreement, just drop in to any one of the sessions outlined below.*

| <b>Date</b>                     | <b>Location</b>   | <b>Time</b>       | <b>Staff Attending</b> |
|---------------------------------|---|-------------------|------------------------|
| Friday 28 <sup>th</sup> March   | Saltney Ferry community house   | 10am – 11am       |                        |
| Friday 28 <sup>th</sup> March   | Sealand Manor ( <b>Mini-bus North Green</b> )                               | 11.30 – 12.30     |                        |
| Friday 28 <sup>th</sup> March   | Riverside park ( <b>Minibus in lay-by near Stonebridge bungalows</b> )      | 2.15 – 3.45pm     |                        |
| Monday 31 <sup>st</sup> March   | Holway estate, Holywell (Project house)                                     | 11am – 12.30pm    |                        |
| Wednesday 2 <sup>nd</sup> April | Treuddyn 'Hafan Deg' centre   | 11am – 12.30pm    |                        |
| Thursday 3 <sup>rd</sup> April  | Burntwood court community room, Drury (coffee morning)                      | 10.15am – 11.30am |                        |
| Thursday 3 <sup>rd</sup> April  | Buckley - Jubilee court community room                                      | 1pm till 3pm      |                        |
| Wednesday 9 <sup>th</sup> April | Douglas place community centre, Saltney (Foyer Entrance area)               | 11am – 12.30pm    |                        |
| Wednesday 9 <sup>th</sup> April | Ewloe – Woodside close community centre                                     | 2pm – 3.30pm      |                        |
| Thursday 10 <sup>th</sup> April | Mold – Bryn Gwalia ( <b>Mini-bus outside the 'Club House'</b> )             | 10.30am – 12noon  |                        |
| Thursday 10 <sup>th</sup> April | Bagillt - Tremafon sheltered centre/school, ( <b>Mini-bus near School</b> ) | 2.15pm – 3.45pm   |                        |
| Tuesday 15 <sup>th</sup> April  | Mostyn ( <b>Mini-bus near shops</b> )                                       | 11am – 12.30pm    |                        |
| Tuesday 15 <sup>th</sup> April  | Pen-Y-Ffordd -Nr Mostyn ( <b>Mini-bus Near school</b> )                     | 2.15pm – 3.45pm   |                        |
| Thursday 17 <sup>th</sup> April | Elmwood centre, Shotton   | 11am – 12.30pm    |                        |
| Thursday 17 <sup>th</sup> April | The Courts, Connah's Quay (Holly court community room)                      | 1.30pm – 3pm      |                        |

**If you cannot attend one of the sessions, please contact YOUR local Neighbourhood Housing Officer.**

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**Changes to tenancy terms and conditions**

| Location of clause in proposed new tenancy                         | Original location of clause in the current tenancy (or statutory reference)   | Summary of proposed changes, and their effect  |
|--|---|--|
|  | Explanation of terms used   |  |
| Tenancy details form   | This was originally a separate document signed by the parties to the tenancy. | This has been reviewed to be included in the tenancy agreement. This ensures that it is clear which tenancy agreement the parties have signed up to.   |
| Section 2, Information about your tenancy agreement (pages 2 to 5) | Introduction to tenancy conditions  | <p>This section has been reviewed with a view to explain more clearly the responsibilities of tenants under tenancy agreements. In addition to this there is some new content:</p> <ul style="list-style-type: none"> <li>• More explanation is given about secure and introductory tenancies.</li> <li>• A clause is inserted on page [5] making it clear that tenancy rights do not extend to anyone other than the named tenant, the named landlord and anyone who takes over the legal rights/duties of the named tenant or landlord.</li> <li>• A data protection clause is inserted on page [5], which commits us to operate within current data protection law (as updated over time) when dealing with your personal details.</li> <li>• A clause is inserted on page [5] which informs you where to send notices to us, and which also states that we may serve notices on you at the dwelling being let to you or at your last known address.</li> </ul> |

| Location of clause in proposed new tenancy   | Original location of clause in the current tenancy (or statutory reference)   | Summary of proposed changes, and their effect   |
|--|---|---|
| <p>Section 3, Your rights (pages 6 to 11), comprises the following clauses:</p> <ul style="list-style-type: none"> <li>• Right to live in the property</li> <li>• Right to repair</li> <li>• Right to succession</li> <li>• Right to assign</li> <li>• Right to information</li> </ul> | <p>Clause 1 and the introduction to tenancy conditions</p> <p>Housing Act 1985, section 96</p> <p>Housing Act 1985, section 87</p> <p>Housing Act 1985, section 91</p> <p>Clause 2, and Data Protection Act</p> | <p>No change is intended in relation to the tenant's right to live at the dwelling. The new clause is intended to be more plain English, and also explains that the court processes between introductory and secure tenancies are different. This does not alter the position at law though – it simply reflects the fact that we would like to use the same tenancy terms and conditions booklet for introductory and secure tenants.</p> <p>Tenants' right to repair is currently only contained in statute, rather than in the existing form of tenancy agreement. The proposed new tenancy agreement does not seek to alter the application of the statutory right to repair, but we wanted to list it in the proposed tenancy document, so that tenants were clear what tenancy rights they have.</p> <p>The right to succeed is currently only contained in statute, rather than in the existing form of tenancy agreement. The proposed new tenancy agreement does not seek to alter the application of the statutory right to succeed, but we wanted to list it in the proposed tenancy document, so that tenants were clear what tenancy rights they have.</p> <p>The proposed new clause does not alter the position at law in relation to assignments. As with the other rights clauses discussed above, we wanted to list rights in the proposed tenancy document, so that tenants were clear what they have.</p> <p>The proposed new clause does not alter the position at law in relation to your access to information we hold about you. As with the other rights</p> |

| Location of clause in proposed new tenancy  | Original location of clause in the current tenancy (or statutory reference)   | Summary of proposed changes, and their effect   |
|---|---|---|
| <ul style="list-style-type: none"> <li>• Right for involvement</li> <li>• Right to consultation</li> <li>• Right to manage</li> <li>• Right to mutual exchange</li> <li>• Right to improve</li> <li>• Right to take in lodgers</li> </ul> | <p>1998, section 7 and Part II generally</p> <p>No equivalent tenancy clause.</p> <p>Housing Act 1985, sections 104 and 105</p> <p>Housing Act 1985, sections 27 to 27B</p> <p>Clause 2, and Housing Act 1985, section 92 and Schedule 3</p> <p>Clause 16, and Housing Act 1985, sections 97 to 101</p> <p>Housing Act 1985, section 93</p> | <p>clauses discussed above, we wanted to list rights in the proposed tenancy document, so that tenants were clear what they have.</p> <p>This proposed new clause gives tenants' the right to start or join local tenants' groups.</p> <p>The proposed new clause does not alter the position at law in relation to your access to information about your tenancy and our housing management, or your right to be consulted about changes in housing management which are likely to substantially affect you. As with the other rights clauses discussed above, we wanted to list rights in the proposed tenancy document, so that tenants were clear what they have.</p> <p>This proposed new clause sets out your right to form a tenant management cooperative to take over the management of housing management services.</p> <p>The proposed new clause does not alter the position at law in relation to your right to exchange your property with another qualifying tenant. As with the other rights clauses discussed above, we wanted to list rights in the proposed tenancy document, so that tenants were clear what they have.</p> <p>The proposed new clause does not alter the position at law in relation to your right to improve your property with our consent. As with the other rights clauses discussed above, we wanted to list rights in the proposed tenancy document, so that tenants were clear what they have.</p> <p>The proposed new clause does not alter the position at law in relation to your right to take in lodgers. It does however, introduce a new tenancy</p> |

| Location of clause in proposed new tenancy  | Original location of clause in the current tenancy (or statutory reference)   | Summary of proposed changes, and their effect   |
|---|---|---|
| <ul style="list-style-type: none"> <li>• Right to sublet</li> <br/> <li>• Right to an alternative landlord</li> <br/> <li>• Right to buy</li> </ul>                                   | <p>Clause 2, and Housing Act 1985, sections 93 and 94</p><br><p>Housing Act 1985, section 32</p><br><p>Housing Act 1985, Part V</p> | <p>obligation to inform both us and the Unified Benefit Advisory Service of the details of the intended lodger, and the part of your home they will occupy.</p> <p>The proposed new clause does not alter the position at law in relation to your right to sublet part of your property as long as you have our prior written permission (likewise there is no change to the prohibition on subletting the whole of your property). It does however, introduce a new tenancy obligation to inform both us and the Unified Benefit Advisory Service of the details of the intended sub tenant, and the part of your home they will occupy.</p> <p>The proposed new clause sets out your right, in certain circumstances, to have a group of your homes transferred to another landlord.</p> <p>The proposed new clause does not alter the position at law in relation to your statutory right to buy your home. As with the other rights clauses discussed above, we wanted to list them in the proposed tenancy document, so that tenants were clear what rights they have.</p> |
| <p>Section 4, Rent and other charges (pages 12 to 13), comprises of the following clauses:</p> <ul style="list-style-type: none"> <li>• Our obligation 1, utility payments</li> </ul> | <p>No equivalent tenancy obligation</p>   | <p>This proposed clause introduces a new obligation on us to pass on any utility payments collected from you as part of your total rent, to the appropriate organisation.</p>   |

| Location of clause in proposed new tenancy  | Original location of clause in the current tenancy (or statutory reference)   | Summary of proposed changes, and their effect   |
|---|---|---|
| <ul style="list-style-type: none"> <li>• Our obligation 2, rent increase notices</li> <li>• Our obligations 3 and 4, other charge increases</li> <li>• Our obligation 5, rent statements</li> <li>• Your obligation 6, rent payments</li> <li>• Your obligations 7 and 8, other charges</li> <li>• Your obligation 9, rent arrears</li> </ul> | <p>Clause 6, and Housing Act 1985, section 102</p> <p>Clause 6, and Housing Act 1985, section 102</p> <p>No equivalent tenancy obligation</p> <p>Clause 4</p> <p>Clause 5</p> <p>No equivalent tenancy obligation</p> | <p>The proposed new clause confirms that we will continue to give four weeks' notice of rent increases.</p> <p>The proposed new clause confirms that we may continue to give less than four weeks' notice of increases or decreases of other charges, but it adds a new obligation for us to give at least one weeks' notice in relation to these charges.</p> <p>The proposed new clause introduces a new obligation on us to supply rent statements on demand, and in any event at least four times a year.</p> <p>No change to your rent payment obligations.</p> <p>The list has been adjusted slightly (most obviously to allow for the existence of support charges), but there is no change to your general obligation to pay any other charges which are included in your total rent.</p> <p>This proposed clause introduces a tenancy obligation to pay any rent arrears which you owe us, either on this or a previous tenancy we granted to you. If you do not pay your arrears, this will be a breach under the tenancy agreement and may form part of a possession action against you.</p> |

| Location of clause in proposed new tenancy   | Original location of clause in the current tenancy (or statutory reference)  | Summary of proposed changes, and their effect   |
|--|--|---|
| <p>Section 5, Repairs and improvements (pages 14 to 16), comprises of the following clauses:</p> <ul style="list-style-type: none"> <li>• Our obligation 1, structure and exterior</li> <li>• No clause equivalent to existing clause 8.</li> <li>• Our obligation 2, external and communal decoration</li> <li>• Our obligation 3, communal grounds</li> <li>• Your obligation 4, repairs reporting</li> <li>• Your obligation 5, attending appointments</li> <li>• Your obligations 6 and 7, repairs</li> <li>• Your obligation 8, allowing us access</li> </ul> | <p>Clause 7</p> <p>Clause 8</p> <p>Clause 9</p> <p>No equivalent tenancy obligation</p> <p>Clause 12</p> <p>No equivalent tenancy obligation</p> <p>Clauses 10 and 11</p> <p>Clause 13</p> | <p>[No change is proposed to our repairing obligations.]</p> <p>No change is proposed to our obligations to keep in working order installations within your home.</p> <p>This proposed clause clarifies that the Council is responsible for both external decoration (which has always been the case but is not stated in the existing tenancy) and communal area decoration.</p> <p>The proposed new clause introduces a new obligation on us to keep relevant communal grounds clear and tidy.</p> <p>No change is proposed to this clause.</p> <p>This new proposed clause allows us to charge you, our reasonable costs for missed appointments.</p> <p>No changes are proposed to these clauses.</p> <p>This clause has been expanded to explain more works which might require access to be obtained, specifying the notice periods required for obtaining access, and clarifying that in an emergency we may decide to</p> |



| Location of clause in proposed new tenancy   | Original location of clause in the current tenancy (or statutory reference)  | Summary of proposed changes, and their effect   |
|--|--|---|
| <ul style="list-style-type: none"> <li>• Your obligations 9 and 10, damage</li> <li>• Your obligation 11, making improvements</li> </ul> <p>Section 6, Using your home (pages 17 to 20), comprises of the following clauses:</p> <ul style="list-style-type: none"> <li>• Our obligation 1, support services</li> <li>• Your obligations 1 and 2, use of your home</li> <li>• Your obligation 3, overcrowding</li> <li>• Your obligation 4, abandonment</li> <li>• Your obligation 5, maintenance</li> <li>• Your obligation 6, internal decoration</li> </ul> | <p>Clauses 14 and 15</p> <p>Clause 16</p> <p>No equivalent tenancy obligation</p> <p>Clauses 1 and 3</p> <p>No equivalent tenancy obligation</p> <p>No equivalent tenancy obligation</p> <p>Clauses 18 and 34</p> <p>Clause 19</p> | <p>force entry (making the property secure again afterwards).</p> <p>No changes are proposed to these clauses.</p> <p>No substantive change is proposed to this clause, although it does now specify you may be responsible for obtaining other consents/permissions for any works.</p> <p>This new proposed clause notes that we may be responsible for arranging support services.</p> <p>No changes are proposed to the operation of these clauses.</p> <p>This proposed clause explains that overcrowding is not permitted.</p> <p>This proposed clause requires you to let us know if you are to be away from your home for more than 28 days.</p> <p>This proposed clause introduces tenancy obligations around the disposal of waste and the use of recycling facilities.</p> <p>No change is proposed to this clause.</p> |

| Location of clause in proposed new tenancy   | Original location of clause in the current tenancy (or statutory reference) | Summary of proposed changes, and their effect   |
|--|---|---|
| <ul style="list-style-type: none"> <li>Your obligations 7, 8 and 9, gardens</li> </ul>                           | Clauses 20 and 21   | No substantive changes are made to garden maintenance obligations, although the proposed clauses now states that gardens must not be used to store rubbish/furniture etc. The proposed clauses also now state that we may charge you our costs (including court costs) in remedying your failure to comply with these clauses.                              |
| <ul style="list-style-type: none"> <li>Your obligation 10, aerals</li> </ul>                                     | Clause 23   | No changes are proposed to this clause.   |
| <ul style="list-style-type: none"> <li>Your obligation 11, smoking at sheltered housing accommodation</li> </ul> | No equivalent tenancy obligation  | This is a proposed new clause seeking to prevent smoking in communal areas in sheltered housing schemes   |
| <ul style="list-style-type: none"> <li>Your obligations 12 and 13, storage of inflammable material</li> </ul>    | Clause 24   | No changes are proposed to these obligations.   |
| <ul style="list-style-type: none"> <li>Your obligation 14, obstructions</li> </ul>                               | Clause 25   | The new proposed clause expands on the need not to create health and safety hazards.  |
| <ul style="list-style-type: none"> <li>Your obligations 15 and 16, fire safety</li> </ul>                        | No equivalent tenancy obligations   | These proposed new clauses requires tenants to ensure fire safety measures are not interfered with.   |
| <ul style="list-style-type: none"> <li>Your obligations 17, 18, 19, and 21 parking</li> </ul>                    | Clauses 22 and 26   | Proposed clauses 17, 18 and 19 do not materially change tenants' obligations although new clause 17 makes it clear that dropped kerbs are a requirement when a property's garden is going to be used for parking. Proposed new clause 21 seeks to protect emergency bays and prohibits parking in areas where emergency services may need to obtain access. |
| <ul style="list-style-type: none"> <li>Your obligation 20, vehicle repairs</li> </ul>                            | Clause 27   | No changes are proposed to this clause.   |

| Location of clause in proposed new tenancy  | Original location of clause in the current tenancy (or statutory reference)   | Summary of proposed changes, and their effect   |
|---|---|---|
| <p>Section 7, Being a good neighbour (pages 21 to 23) comprises of the following clauses:</p> <ul style="list-style-type: none"> <li>• Our obligations 1 and 2, our response to problems</li> <li>• Your obligation 3, nuisance</li> <li>• Your obligations 4 and 6, harassment</li> <li>• Your obligation 5, illegal or immoral activity</li> <li>• Your obligation 7, pets</li> </ul> <p>Section 8, Changes to your circumstances (page 24)</p> | <p>No equivalent tenancy obligations</p> <p>Clauses 28 and 29</p> <p>Clauses 31 and 33</p> <p>Clauses 30 and 32</p> <p>Clauses 35, 36 and 37</p> <p>No equivalent tenancy obligations</p> | <p>The new proposed clauses make clear our responsibilities to take legal action where appropriate, and to respond appropriately to complaints of nuisance, harassment or victimisation.</p> <p>No substantive change is intended to these clauses.</p> <p>No substantive change is intended to these clauses.</p> <p>No substantive change is intended to this clause.</p> <p>Some new obligations are proposed which make keeping pets subject to conditions to promote responsible pet ownership, and allowing us to require pets which cause a nuisance to be removed.</p> <p>This proposed new section requires tenants to inform us when their circumstances change. Examples of changes of circumstances include:</p> <ul style="list-style-type: none"> <li>• Changes of name, and birth of children</li> <li>• Occupants moving in or out permanently</li> <li>• Adding or removing people from the tenancy</li> </ul> |

| Location of clause in proposed new tenancy   | Original location of clause in the current tenancy (or statutory reference)  | Summary of proposed changes, and their effect   |
|--|--|---|
| <p>Section 9, Ending your tenancy (page 25 to 26) comprises of the following clauses:</p> <ul style="list-style-type: none"> <li>• Clauses 1 and 2, notice period</li> <li>• Clause 3, outstanding rent and charges</li> <li>• Clauses 4 and 5, clearing the property</li> <li>• Clause 6, people remaining at the property</li> <li>• Clauses 7 and 8, how we can end the tenancy</li> <li>• Clauses 9 to 11, rights of succession</li> </ul> | <p>Clauses 38 and 39</p> <p>No equivalent tenancy obligations</p> <p>Clause 40</p> <p>No equivalent tenancy provision</p> <p>Clause 41</p> <p>No equivalent tenancy provisions</p> | <p>No change is intended to these clauses.</p> <p>This proposed new clause makes it clear that rent and other charges which cover the tenant's notice period must still be paid by the tenant.</p> <p>No substantive change is intended to these obligations.</p> <p>This new proposed clause states that people left at the property after the tenancy has ended will be removed, and any legal costs may be recharged to that person or the outgoing tenant.</p> <p>The new proposed clauses explain in more detail, the process for us to end a tenancy. These clauses do not change the position at law however, and so even though there are no tenancy clauses which set out all of this information in the current tenancy, there will be no substantive change to the way we end tenancies if these clauses are included.</p> <p>The new proposed clauses the right of succession, in the event of a tenant's death. These clauses do not change our current policy on succession however, and so even though there are no tenancy clauses which set out this information in the current tenancy, there will be no substantive change to the way we manage successions if these clauses are included.</p> |

| Location of clause in proposed new tenancy                        | Original location of clause in the current tenancy (or statutory reference) | Summary of proposed changes, and their effect   |
|---|---|---|
| Section 10, Complaints, comments and compliments (pages 28 to 29) | No equivalent tenancy provisions  | These new clauses are proposed to make it clear what the processes are for tenancy complaints, comments and compliments. They reflect current policy, and have principally been included so that tenants can see what their rights are. |

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## FLINTSHIRE COUNTY COUNCIL

**REPORT TO:** **HOUSING OVERVIEW & SCRUTINY COMMITTEE**

**DATE:** **WEDNESDAY 10<sup>TH</sup> SEPTEMBER, 2014**

**REPORT BY:** **HOUSING & LEARNING OVERVIEW & SCRUTINY FACILITATOR**

**SUBJECT:** **IMPROVEMENT PLAN MONITORING REPORT**

### **1.00 PURPOSE OF REPORT**

1.01 To note and consider elements of the 2014/15 Improvement Plan Monitoring Report relevant to the Housing Overview and Scrutiny Committee. The report covers the period April – July 2014.

1.02 To note the following:-

- The levels of progress and confidence in meeting the Council's Improvement Priorities and their impacts including the milestones achieved.
- The measures which evidence achievement and the baseline data, and targets.
- The baseline risk assessment for the strategic risks identified in the Improvement Plan and the arrangements to control them.

### **2.00 BACKGROUND**

2.01 The new style Improvement Plan adopted by Council in June 2013 which is aligned to the new three year Outcome Agreement, focuses on the priorities which are expected to have the most impact during 2014/15.

2.02 In addition to the Improvement Plan Monitoring Report, bi-annually performance highlight reports will be presented from the Heads of Service. These will be similar to those previously produced for quarterly reporting.

### **3.00 CONSIDERATIONS**

3.01 The Improvement Plan Monitoring Report gives an explanation of the progress being made towards delivery of the impacts set out in the Improvement Plan. The narrative is supported by measures and/or milestones which evidence achievement. In addition, there is an assessment of the strategic risks and the level to which they are being controlled.

3.02 For Housing Overview and Scrutiny Committee the following Improvement Plan sub-priority reports are attached at Appendix 1 – 5:-

- Extra Care Housing
- Modern, Efficient and Adapted Homes
- Achieve the Wales Housing Quality Standard
- Welfare Reform
- Fuel Poverty

#### **4.00 RECOMMENDATIONS**

4.01 That the Committee consider the 2014/15 Improvement Plan Monitoring Report, highlight concerns and feedback details of any challenge to the Corporate Resources Overview & Scrutiny Committee who are responsible for the overview and monitoring of performance.

#### **5.00 FINANCIAL IMPLICATIONS**

5.01 There are no specific financial implications for this report; however the Council's Medium Term Financial Plan is aligned to resource the priorities of the Improvement Plan.

#### **6.00 ANTI POVERTY IMPACT**

6.01 There are no specific anti poverty implications for this report, however poverty is a priority within the Improvement Plan 2014/15.

#### **7.00 ENVIRONMENTAL IMPACT**

7.01 There are no specific environmental implications for this report; however the environment is a priority within the Improvement Plan 2014/15.

#### **8.00 EQUALITIES IMPACT**

8.01 There are no equalities implications for this report.

#### **9.00 PERSONNEL IMPLICATIONS**

9.01 There are no personnel implications for this report.

#### **10.00 CONSULTATION REQUIRED**

10.01 Publication of this report constitutes consultation.

#### **11.00 CONSULTATION UNDERTAKEN**

11.01 The Chief Officer Team and the Performance Leads from across the Authority have contributed to help shape the new approach to reporting.



## **12.00 APPENDICES**

- 12.01 Appendix 1 – Extra Care Housing  
Appendix 2 – Modern, Efficient and Adapted Homes  
Appendix 3 – Achieve the Wales Housing Quality Standard  
Appendix 4 – Welfare Reform  
Appendix 5 – Fuel Poverty

### **LOCAL GOVERNMENT (ACCESS TO INFORMATION ACT) 1985 BACKGROUND DOCUMENTS**

None.

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**APPENDIX 1**

**Priority:** Housing  
**Sub-Priority:** Extra Care Housing  
**Impact:** Helping more people to live independently and well at home

***We said in 2014/15 that we would:***

**1. Develop and agree plans to extend our extra care provision to provide units in Flint and Holywell, providing 60 units in each location.**

| Progress Status | Progress RAG | G | Outcome RAG | G |
|-----------------|--------------|---|-------------|---|
|-----------------|--------------|---|-------------|---|

**Flint:**

- The outline scheme brief has been prepared and shared within the project team. Meetings of the project group have been held in order to finalise the design options to integrate the requirements of the Council and Betsi Cadwaladr University Health Board
- Progress is being made in finalising the agreement with our social housing partner and is expected to be achieved on schedule

**Holywell:**

- Progress is being made in identifying the most suitable site in order to satisfy scheme requirements for accommodation, amenities and location.
- An outline scheme brief has been shared within the project team and detailed work is being embarked upon to ensure that scheme requirements will be accommodated within the overall project.
- Progress is being made in agreeing the agreement with our social housing partner for the scheme and is expected to be achieved on schedule

**Achievement will be measured through: -**

- Agreed Business Model and funding for the developments
- Firm plans agreed with Social Housing partners for both schemes
- The new schemes and business model developed and supported by sound consultation

**Achievement Milestones for strategy and action plans:**

- Business Model agreed by March 2015
- Funding for the developments agreed by March 2015
- Agreement with Social Housing Partners for both schemes by December 2014

## Risks to Manage

### 1. How we can switch revenue resources from more traditional to new housing and care service models.

| Gross Score<br>(as if there are no measures in place to control the risk) |               |                         | Current Actions / Arrangements<br>in place to control the risk   | Net Score<br>(as it is now) |               |                         | Future Actions and / or<br>Arrangement to control<br>the risk  | Manager<br>Responsible             | Risk<br>Trend | Target Score<br>(when all actions<br>are completed /<br>satisfactory<br>arrangements in<br>place) |               |                         |                |
|---|---------------|-------------------------|--|-----------------------------|---------------|-------------------------|--|------------------------------------|---------------|---|---------------|-------------------------|----------------|
| Likelihood<br>(L)   | Impact<br>(I) | Gross<br>Score<br>(LxI) |  | Likelihood<br>(L)           | Impact<br>(I) | Gross<br>Score<br>(LxI) |  |                                    |               | Likelihood<br>(L)   | Impact<br>(I) | Gross<br>Score<br>(LxI) | Target<br>Date |
| H   | H             | R                       | <p>Current project supported by WG Intermediate Care Fund:</p> <ol style="list-style-type: none"> <li>1. Establish step up/step down provision/intermediate care beds within care home setting</li> <li>2. Development of community based accommodation to provide intermediate care</li> <li>3. Extending specialist dementia care in the community, reducing the need for care home placements and hospital admission and help facilitate hospital discharge through the availability of specialised support for vulnerable people with dementia.</li> </ol> | M                           | M             | A                       | <ol style="list-style-type: none"> <li>1. Transfer of revenue resources from current care service models to support new capital investment.</li> <li>2. Expand service to improve the wellbeing of frail older people in order to support semi-independent living</li> </ol> | Chief Officer –<br>Social Services | ↓             | M   | M             | A                       |                |

2. Keeping up with demand and aspirations for alternative housing models for independent living

| Gross Score (as if there are no measures in place to control the risk) |        |             | Current Actions / Arrangements in place to control the risk   | Net Score (as it is now) |        |             | Future Actions and / or Arrangement to control the risk  | Manager Responsible | Risk Trend | Target Score (when all actions are completed / satisfactory arrangements in place) |        |             |             |
|--|--------|-------------|---|--------------------------|--------|-------------|--|---------------------|------------|--|--------|-------------|-------------|
| Likelihood   | Impact | Gross Score |   | Likelihood               | Impact | Gross Score |  |                     |            | Likelihood   | Impact | Gross Score | Target Date |
| (L)  | (I)    | (LxI)       |   | (L)                      | (I)    | (LxI)       |  |                     |            | (L)  | (I)    | (LxI)       |             |
| M  | H      | R           | <ol style="list-style-type: none"> <li>Develop two new extra care housing schemes</li> <li>Commence dialogue with the private and independent sector to deliver increased provision</li> <li>Enhance wellbeing activities to help residents remain independent at home for longer</li> <li>Manage expectations in new extra care housing due to changes in the funding regime and consequent elimination of capital subsidy.</li> </ol> | M                        | M      | A           | <ol style="list-style-type: none"> <li>Continue to expand the provision of extra care accommodation to meet forecast demand</li> <li>Facilitate and where possible support provision of alternative housing models</li> <li>Continue to enhance wellbeing activities in partnership with health to help residents remain independent at home for longer</li> </ol> | Neil Ayling         | ↓          | M  | M      | A           |             |

3. Keeping up with specialist demand such as meeting the specific needs of those with dementia and physical and learning disabilities.

| Gross Score<br>(as if there are no measures in place to control the risk) |        |             | Current Actions / Arrangements in place to control the risk   | Net Score<br>(as it is now) |        |             | Future Actions and / or Arrangement to control the risk  | Manager Responsible | Risk Trend | Target Score (when all actions are completed / satisfactory arrangements in place) |        |             |             |
|---|--------|-------------|---|-----------------------------|--------|-------------|--|---------------------|------------|--|--------|-------------|-------------|
| Likelihood  | Impact | Gross Score |   | Likelihood                  | Impact | Gross Score |  |                     |            | Likelihood   | Impact | Gross Score | Target Date |
| (L)   | (I)    | (LxI)       |   | (L)                         | (I)    | (LxI)       |  |                     | (L)        | (I)  | (LxI)  |             |             |
| H   | H      | R           | 1. <i>Older People (Dementia Care Long-Term Placements) Commissioning Strategy 2013-2018</i> has been completed and sets out the vision for long term care services for people living with dementia in Flintshire.<br>2. Two extra care schemes with dedicated dementia accommodation have been commissioned and are planned to be open by 2016.<br>3. Successfully secured WG Intermediate Care Fund aid to encourage integrated working to support older people to maintain their independence and remain in their own homes. | H                           | M      | R           | Dementia:<br>1. Work with current partners to further extend dedicated dementia provision within the extra care housing environment<br>2. Work with private sector providers to develop further accommodation designed for the frail elderly<br>3. Development of existing programmes aimed at integrated approaches to deliver health and social care services. | Neil Ayling         | ↓          | M  | M      | A           | 2018        |

**APPENDIX 2**

**Priority:** Housing  
**Sub-Priority:** Modern, Efficient and Adapted Homes  
**Impact:** Improving the choice and quality of local housing

***We said in 2014/15 that we would:***

**1. Implement a wider range of models of private finance to deliver increased numbers of affordable homes through the newly formed North East Wales Homes.**

|                        |                     |          |                    |          |
|------------------------|---------------------|----------|--------------------|----------|
| <b>Progress Status</b> | <b>Progress RAG</b> | <b>A</b> | <b>Outcome RAG</b> | <b>G</b> |
|------------------------|---------------------|----------|--------------------|----------|

The transfer of the 'gifted units' in to our ownership went ahead as planned in quarter one, with more units scheduled for quarter two. The numbers of private rented homes managed are lower than projected, but the team has been focussing on developing the offer and have other landlords committed and are confident that projections will be exceeded by year end. The standard lease agreement for those over 55 wishing to access council housing has not yet been completed, so there are no properties currently being managed by NEW Homes, this will improve through the year, but the 10 units will remain a challenging target.

**Achievement will be measured through:**

- Business plan measures:
  - Provision of a management service for 26 private rented sector properties
  - Entering into a lease agreement for 10 over 55's properties
  - Receive the freehold for and manage 19 units of gifted accommodation
- Approval for the Flint Town Centre regeneration plan which includes new housing provision

**Achievement Milestones for strategy and action plans:**

- Approval of the Flint Town Centre regeneration plan including new housing provision by March 2015

| Achievement Measures  | Lead Officer                             | 2013/14 Baseline Data | 2014/15 Target | 2016/17 Aspirational Target | Current Outturn | Performance RAG | Outcome Performance Predictive RAG |
|---|--|-----------------------|----------------|-----------------------------|-----------------|-----------------|------------------------------------|
| Provision of a management service for 26 private rented sector properties | Chief Officer – Community and Enterprise | N/A – new measure     | 26 properties  | TBC                         | 3               | A               | G                                  |
| Entering into a lease agreement for 10 over 55's properties               |  | N/A – new measure     | 10 properties  | TBC                         | 0               | A               | A                                  |
| Receive the freehold for and manage 19 units of gifted accommodation      |  | N/A – new measure     | 19 units       | TBC                         | 10              | G               | G                                  |

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**2. Implement the strategy to grow and sustain the private rented sector through the North East Wales Homes business plan.**

|                        |                     |          |                    |          |
|------------------------|---------------------|----------|--------------------|----------|
| <b>Progress Status</b> | <b>Progress RAG</b> | <b>A</b> | <b>Outcome RAG</b> | <b>G</b> |
|------------------------|---------------------|----------|--------------------|----------|

The transfer of the 'gifted units' in to our ownership went ahead as planned in quarter one, with more units scheduled for quarter two. The numbers of private rented homes managed are lower than projected, but the team has been focussing on developing the offer and have other landlords committed and are confident that projections will be exceeded by year end. The standard lease agreement for those over 55 wishing to access council housing has not yet been completed, so there are no properties currently being managed by NEW Homes, this will improve through the year, but the 10 units will remain a challenging target.

Good progress has been made on empty homes although this is not reflected in the outturn. During Q1 each year, each property suspected of being empty based on council tax data is surveyed. In Q1 this year a total of 468 properties were surveyed and of these 194 of these were found to be occupied. This will be fed back to Council Tax to help them maintain accurate records and charging. The remaining properties will now be subject to our procedures. We are confident based on our success in previous years that we will achieve our target during Q2-Q4. The interim target for this quarter was 1 property.



**Achievement will be measured through:**

- Business plan measures:
  - Provision of a management service for 26 private rented sector properties
  - Entering into a lease agreement for 10 over 55's properties
  - Receive the freehold for and manage 19 units of gifted accommodation
- Bringing of 30 empty homes back into use for residential living

| Achievement Measures  | Lead Officer                             | 2013/14 Baseline Data | 2014/15 Target | 2016/17 Aspirational Target | Current Outturn | Performance RAG | Outcome Performance Predictive RAG |
|---|--|-----------------------|----------------|-----------------------------|-----------------|-----------------|------------------------------------|
| Provision of a management service for 26 private rented sector properties | Chief Officer – Community and Enterprise | N/A – new measure     | 26 properties  | TBC                         | 3               | A               | G                                  |
| Entering into a lease agreement for 10 over 55's properties               |  | N/A – new measure     | 10 properties  | TBC                         | 0               | R               | A                                  |
| Receive the freehold for and manage 19 units of gifted accommodation      |  | N/A – new measure     | 19 units       | TBC                         | 10              | G               | G                                  |
| IPH2M1 - Number of empty homes brought back into use                      |  | 32 homes              | 30 homes       | 120 homes (cumulative)      | 0               | A               | G                                  |

**3. Develop a county wide housing register and implement a single allocations policy for Flintshire with partners.**

|                        |                     |          |                    |          |
|------------------------|---------------------|----------|--------------------|----------|
| <b>Progress Status</b> | <b>Progress RAG</b> | <b>G</b> | <b>Outcome RAG</b> | <b>G</b> |
|------------------------|---------------------|----------|--------------------|----------|

A project manager has been appointed to work on a regional basis and implement the single allocations policy for Flintshire County Council and its RSL partners. The role of the project manager will be to coordinate all the different aspects of the project and maintain momentum. Having already received Cabinet approval in 2013/14 the new allocations policy is scheduled to go live during December 2014 and there is a project plan in place which supports this target date being met.

**Achievement will be measured through:**

- A county wide housing register and single allocations policy in place by Autumn 2014.

**Achievement Milestones for strategy and action plans:**

- A county wide housing register and single allocations policy in place by December 2014.

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**4. Agree the Local Development Plan's vision, objectives and options to accommodate growth.**

|                        |                     |          |                    |          |
|------------------------|---------------------|----------|--------------------|----------|
| <b>Progress Status</b> | <b>Progress RAG</b> | <b>A</b> | <b>Outcome RAG</b> | <b>A</b> |
|------------------------|---------------------|----------|--------------------|----------|

The Call for Candidate Sites undertaken as part of the LDP has resulted in a higher than anticipated number of site submissions with some 700 sites. The processing, consultation and assessment of these sites will take longer than anticipated and this will result in some slippage to the timetable. Engagement processes in terms of developing the vision and objectives and then looking at strategic options will commence late Summer 2014.

**Achievement will be measured through:**

- In accordance with the timetable of the Delivery Agreement; by November 2014

**Achievement Milestones for strategy and action plans:**

- Agree the Local Development Plan's vision, objectives and options to accommodate growth in accordance with the delivery agreement by November 2014.

**Risks to Manage - Maximising our joint resources with our partners.**

| Gross Score<br>(as if there are no measures in place to control the risk) |               |                      | Current Actions / Arrangements in place to control the risk   | Net Score<br>(as it is now) |               |                      | Future Actions and / or Arrangement to control the risk   | Manager Responsible                    | Risk Trend | Target Score<br>(when all actions are completed / satisfactory arrangements in place) |               |                      |
|---|---------------|----------------------|---|-----------------------------|---------------|----------------------|---|--|------------|---|---------------|----------------------|
| Likelihood<br>(L)   | Impact<br>(I) | Gross Score<br>(LxI) |   | Likelihood<br>(L)           | Impact<br>(I) | Gross Score<br>(LxI) |   |  |            | Likelihood<br>(L)   | Impact<br>(I) | Gross Score<br>(LxI) |
| M   | M             | A                    | <p>1. A joint approach has been taken on the Single Access Route to Housing (SARTH) project (the common housing register for the county) to deliver activity to deliver the ICT and operational implementation delivering efficiencies. The regional project is being managed by an FCC member of staff giving us greater control of the project.</p> <p>2. NEW homes is now live to ensure that we can maximise use of assets and third party relationships.</p> | L                           | L             | G                    | <p>1. Performance and financial monitoring of NEW homes will help to ensure that the company delivers on its desired objectives</p> | Chief Officer – Community & Enterprise | ↓          | L   | L             | G                    |

**Risks to Manage - Maximising the availability of private finance**

| Gross Score<br>(as if there are no measures in place to control the risk) |               |                      | Current Actions / Arrangements in place to control the risk   | Net Score<br>(as it is now) |               |                      | Future Actions and / or Arrangement to control the risk  | Manager Responsible                    | Risk Trend | Target Score<br>(when all actions are completed / satisfactory arrangements in place) |               |                      |
|---|---------------|----------------------|---|-----------------------------|---------------|----------------------|--|--|------------|---|---------------|----------------------|
| Likelihood<br>(L)   | Impact<br>(I) | Gross Score<br>(LxI) |   | Likelihood<br>(L)           | Impact<br>(I) | Gross Score<br>(LxI) |  |  |            | Likelihood<br>(L)   | Impact<br>(I) | Gross Score<br>(LxI) |
| M   | H             | R                    | North East Wales Homes reduces the risk by allowing a wider range of finance options and leverage of assets to be considered. Effectively the company provides the council with greater financial and commercial freedoms to operate akin to a private company to meet its social objectives around affordable housing. | L                           | H             | A                    | The council must ensure that it follows a robust and compliant procurement process in an area for which it has no recent background. External expertise will be required as part of the procurement exercise and will be appointed subject to Cabinet approval | Chief Officer – Community & Enterprise | ↓          | L   | M             | G                    |

**Risks to Manage - Encouraging developers to build a range of affordable housing in the current economic climate**

| Gross Score (as if there are no measures in place to control the risk) |        |             | Current Actions / Arrangements in place to control the risk   | Net Score (as it is now) |        |             | Future Actions and / or Arrangement to control the risk   | Manager Responsible                    | Risk Trend | Target Score (when all actions are completed / satisfactory arrangements in place) |        |             |
|--|--------|-------------|---|--------------------------|--------|-------------|---|--|------------|--|--------|-------------|
| Likelihood   | Impact | Gross Score |   | Likelihood               | Impact | Gross Score |   |  |            | Likelihood   | Impact | Gross Score |
| (L)  | (I)    | (LxI)       |   | (L)                      | (I)    | (LxI)       |   |  |            | (L)  | (I)    | (LxI)       |
| H  | H      | R           | The council has introduced a variety of models which allow developers to satisfy their Section 106 agreements according to the viability of the site involved. These models include gifted units of accommodation and/or providing the council with an equity share in properties. This has stimulated development across the county whilst providing the council with a capital asset. | L                        | H      | A           | The council will continue to utilise these alternative delivery models to develop affordable housing.<br><br>A joint housing viability study with Wrexham County Borough Council has also been commissioned to help understand which models are most appropriate in each area of the county | Chief Officer – Community & Enterprise | ↓          | L  | M      | G           |

**Risks to Manage** - Unclear about the implications of the changes proposed through the Planning Bill on timing of the progress of the Local Development Plan

| Gross Score (as if there are no measures in place to control the risk) |        |             | Current Actions / Arrangements in place to control the risk   | Net Score (as it is now) |        |             | Future Actions and / or Arrangement to control the risk  | Manager Responsible                         | Risk Trend | Target Score (when all actions are completed / satisfactory arrangements in place) |        |             |
|--|--------|-------------|---|--------------------------|--------|-------------|--|---|------------|--|--------|-------------|
| Likelihood   | Impact | Gross Score |   | Likelihood               | Impact | Gross Score |  |   |            | Likelihood   | Impact | Gross Score |
| (L)  | (I)    | (LxI)       |   | (L)                      | (I)    | (LxI)       |  |   |            | (L)  | (I)    | (LxI)       |
| M  | M      | A           | Wales Planning Bill still anticipated later in 2014. Given the early stages of the LDP it is unlikely that significant work will need to be aborted. Any implications of the Wales Planning Bill will be able to be incorporated into a revised Delivery Agreement and should not involve excessive risk to the Plan's preparation. | L                        | L      | G           | Evidence gathering and background studies should be able to incorporate or be revised to take on board any changes arising from Wales Planning Bill. | Chief Officer:<br>Planning Strategy Manager | ↓          | L  | L      | G           |

**Priority:** Housing  
**Sub-Priority:** Achieve the Welsh Housing Quality Standard  
**Impact:** Improving quality of life for our tenants through improved housing

***We said in 2014/15 that we would:***

**1. Deliver the housing revenue account business plan to achieve the Wales Housing Quality Standard (WHQS) by 2020**

| Progress Status | Progress RAG | G | Outcome RAG | G |
|-----------------|--------------|---|-------------|---|
|-----------------|--------------|---|-------------|---|

**Completed**

- A revised Asset Management strategy has been developed and agreed at the Scrutiny and Cabinet committees
- A revised Stock Condition Survey has been commissioned and completed, including verification of previous Stock Condition Survey reports
- Detailed work undertaken to maximise efficiencies and reduce costs in the HRA Business Plan
- Initial discussions with Tenants and Members on the development of a revised delivery programme
- Detailed analysis of Stock Condition Survey information to ensure accuracy and alignment of HRA Business Plan

**In Progress**

- Consultation on development of a revised delivery programme to meet WHQS
- Development of proposals and costings for a revised programme
- Existing programme continues to be delivered

**Next Steps**

- Collate feedback from consultation and develop a revised programme
- Revised programme and report to be presented at Scrutiny committee in October
- Procure contracts in preparation for revised programme to commence in April 15
- Further consultation, in particularly on Environmental work schemes

**Bathroom Upgrade Programme**

We are due to open tenders for the new WHQS Bathroom Upgrade programme. The Contractor will be finished before March 2015.

Capital Projects

Each project is subject to a Month Lead in, as the Contractor is required to complete surveys and designs before works can commence. This allows the tenant to raise any possible issues that could arise during the works stage.

**Achievement will be Measured through:**

- Investing in improving the housing stock
- Tenant satisfaction of work completed
- Performance measured against commitments made to tenants at the housing ballot
- Managing expenditure within or below budget to maximise available financial resources.

| Achievement Measures   | Lead Officer                             | 2013/14 Baseline Data | 2014/15 Target             | 2016/17 Aspirational Target     | Current Outturn | Performance RAG | Outcome Performance Predictive RAG |
|--|--|-----------------------|----------------------------|---------------------------------|-----------------|-----------------|------------------------------------|
| Capital Works Target – Heating Upgrades  | Chief Officer – Community and Enterprise | 977                   | 600                        | TBC dependant on WHQS Plan      | 350             | G               | G                                  |
| Capital Works Target – Kitchen Replacements  |  | 1118                  | 922                        |                                 | 170             | A               | G                                  |
| Capital Works Target – Smoke Detectors   |  | 804                   | 500                        |                                 | 0               | A               | G                                  |
| Capital Works Target – Bathroom Replacements   |  | 200                   | 120                        | Not in current plan for 2016/17 | 0               | A               | G                                  |
| Tenant satisfaction of capital works completed on kitchens, heating and bathrooms.   |  | N/A – new measure     | Establish baseline 2014/15 | TBC once baseline established   | N/A             | N/A             | N/A                                |
| IPH3M1 - Capital Programme expenditure on improvement work streams ( <i>Managing expenditure within or below budget to maximise available financial resources - Capital works budget</i> ) |  | £12m                  | £9.76m                     | TBC                             | £1.8m           | A               | G                                  |



**2. Reach a voluntary settlement with Welsh Government to introduce self financing for the Council housing service by 1<sup>st</sup> April 2015.**

|                        |                     |          |                    |          |
|------------------------|---------------------|----------|--------------------|----------|
| <b>Progress Status</b> | <b>Progress RAG</b> | <b>G</b> | <b>Outcome RAG</b> | <b>G</b> |
|------------------------|---------------------|----------|--------------------|----------|

Agreement has been reached with Welsh Government and the 11 affected councils on the arrangements to achieve an exit from the HRAS system by 1<sup>st</sup> April 2015. Plans are now underway to prepare a draft self financing business plan for submission to WG by the end September 2014. Governance arrangements are also in development.

**Achievement will be Measured through:**

- The implementation of a voluntary agreement by the deadline which gives the Council certainty about future funding

**Achievement Milestones for strategy and action plans:**

- Implementation of a voluntary agreement with Welsh Government to introduce self-financing by 1<sup>st</sup> April 2015

**3. Develop a revised stock investment plan to meet the objectives in the Assets Management Strategy in conjunction with Tenants and Members.**

|                        |                     |          |                    |          |
|------------------------|---------------------|----------|--------------------|----------|
| <b>Progress Status</b> | <b>Progress RAG</b> | <b>G</b> | <b>Outcome RAG</b> | <b>G</b> |
|------------------------|---------------------|----------|--------------------|----------|

Consultation is underway with tenants on the development of a revised delivery programme to meet WHQS. The feedback collected through the consultation will then be analysed and collated to inform a revised delivery programme. Once developed this will be presented for discussion at the Scrutiny committee in October.

**Achievement will be measured through:**

- Agreement of a 6 year investment programme by March 2015
- Delivery of capital improvement programmes

**Achievement Milestones for strategy and action plans:**

- Agreement of a 6 year investment programme by March 2015

| Achievement Measures   | Lead Officer                             | 2013/14 Baseline Data | 2014/15 Target | 2016/17 Aspirational Target | Current Outturn | Performance RAG | Outcome Performance Predictive RAG |
|--|--|-----------------------|----------------|-----------------------------|-----------------|-----------------|------------------------------------|
| IPH3M1 - Capital Programme expenditure on improvement work streams | Chief Officer – Community and Enterprise | £12m                  | £9.76m         | TBC                         | £1.8m           | A               | G                                  |

**Risks to Manage: Ensure contractors perform effectively and that costs are contained within budget**

| Gross Score<br>(as if there are no measures in place to control the risk) |        |                | Current Actions /<br>Arrangements in place to<br>control the risk  | Net Score<br>(as it is now) |        |                | Future Actions and / or<br>Arrangement to control the<br>risk  | Manager<br>Responsible                       | Risk<br>Trend | Target Score<br>(when all<br>actions are<br>completed /<br>satisfactory<br>arrangements<br>in place) |        |                |
|---|--------|----------------|--|-----------------------------|--------|----------------|--|--|---------------|--|--------|----------------|
| Likelihood  | Impact | Gross<br>Score |  | Likelihood                  | Impact | Gross<br>Score |  |  |               | Likelihood   | Impact | Gross<br>Score |
| (L)   | (I)    | (LxI)          |  | (L)                         | (I)    | (LxI)          |  |  |               | (L)  | (I)    | (LxI)          |
| M   | M      | A              | 1. Effective budget monitoring and management.<br>2. Robust management of contractors for programme delivery.<br>3. Ensuring effective arrangements and resource for customer liaison. Two Tenant Liaison Officers now appointed to ensure contractor performance and tenant satisfaction.<br>4. Arrange further CA training to assist with Contract Monitoring & Contractor Performance.<br>5. Review Budget Monitoring Sheets in line with Finance Team. | L                           | L      | G              | 1. Review current resources.<br>2. Appoint required Clerk of Works to assist with the delivery of the WHQS Delivery Programme.<br>3. Review current Specification and carry out Cost Engineering exercise if required.<br>4. Manage tenant expectation | Chief Officer –<br>Community &<br>Enterprise | ↔             | L  | L      | G              |

**Risks to Manage - Gaining agreement with all 11 stock retaining Councils and Welsh Government on approach to dismantling the Housing Revenue Account subsidy system**

| Gross Score (as if there are no measures in place to control the risk) |        |             | Current Actions / Arrangements in place to control the risk  | Net Score (as it is now) |        |             | Future Actions and / or Arrangement to control the risk   | Manager Responsible                    | Risk Trend | Target Score (when all actions are completed / satisfactory arrangements in place) |        |             |
|--|--------|-------------|--|--------------------------|--------|-------------|---|--|------------|--|--------|-------------|
| Likelihood   | Impact | Gross Score |  | Likelihood               | Impact | Gross Score |   |  |            | Likelihood   | Impact | Gross Score |
| (L)  | (I)    | (LxI)       |  | (L)                      | (I)    | (LxI)       |   |  |            | (L)  | (I)    | (LxI)       |
| M  | H      | H           | <ol style="list-style-type: none"> <li>1. Flintshire County Council will have greater freedom to invest in council housing services.</li> <li>2. There are 11 stock holding councils across Wales that are members of the existing Welsh housing revenue account subsidy system. This should be abolished by April 2015.</li> <li>3. The next step in the process is to set up a voluntary agreement to enable the 11 organisations to introduce self-financing. If plans are agreed the County Council could receive borrowing approval of £14m to build new properties and £25m for renovations to meet Welsh Housing Quality Standards (WHQS).</li> <li>4. Chief Officer, Housing Asset Manager &amp; Finance Manager all working on HRA work-streams.</li> </ol> | L                        | H      | A           | <p>Review self-finance arrangements</p> <p>Joint agreements with neighbouring organisations</p> <p>Implementation of new finance agreement and introduce control measures to ensure WHQS investment</p> | Chief Officer – Community & Enterprise | ↔          | L  | L      | G           |

**Risks to Manage - Ensuring that the Council identifies and plans for the resources required to meet the WHQS by 2020**

| Gross Score<br>(as if there are no measures in place to control the risk) |        |             | Current Actions / Arrangements in place to control the risk  | Net Score<br>(as it is now) |        |             | Future Actions and / or Arrangement to control the risk   | Manager Responsible                    | Risk Trend | Target Score<br>(when all actions are completed / satisfactory arrangements in place) |        |             |
|---|--------|-------------|--|-----------------------------|--------|-------------|---|--|------------|---|--------|-------------|
| Likelihood  | Impact | Gross Score |  | Likelihood                  | Impact | Gross Score |   |  |            | Likelihood  | Impact | Gross Score |
| (L)   | (I)    | (LxI)       |  | (L)                         | (I)    | (LxI)       |   |  |            | (L)   | (I)    | (LxI)       |
| H   | H      | R           | 1. Ensuring other services i.e. Housing Management input to the Asset Management Strategy to plan for the impact of Welfare Reform and other regeneration issues.<br>2. Ensure that each member of staff within the Housing Maintenance/ Management teams are fully aware of the WHQS and the Councils goals to achieving the WHQS by 2020.<br>3. Ensure sufficient funding in place to deliver WHQS programme.<br>4. Ensure staff capacity to deliver WHQS programme. | L                           | M      | G           | 1. Revisit and revise business plan to address future impacts of Welfare Reform i.e. re-modelling of existing accommodation.<br>2. Options for prudential borrowing<br>3. Review Stock Survey results for further cost saving options | Chief Officer – Community & Enterprise | ↔          | L   | L      | G           |

**APPENDIX 4**

**Priority: Poverty**  
**Sub-Priority: Welfare Reform**  
**Impact: Protecting people from poverty**

***What we will do in 2014/15:***

**1. Place a greater emphasis on preventing homelessness**

|                        |                     |          |                    |          |
|------------------------|---------------------|----------|--------------------|----------|
| <b>Progress Status</b> | <b>Progress RAG</b> | <b>A</b> | <b>Outcome RAG</b> | <b>A</b> |
|------------------------|---------------------|----------|--------------------|----------|

In order to robustly test the processes and policies that will be required to implement the new statutory homelessness provisions within the Housing Act 2014, (scheduled to be introduced in April 2015) a pilot of an enhanced homelessness prevention service is being delivered to anyone who is at risk of homeless within 56 days. Advice and support continues to be proactively targeted at vulnerable households impacted by the welfare reform who are struggling to maintain contractual housing payments.

**Achievement will be measured through:**

- The percentage of all potentially homeless households for whom homelessness was prevented for at least 6 months
- Number of tenants helped to move to more affordable accommodation (because of the spare room subsidy)

| Achievement Measures   | Lead Officer                             | 2013/14 Baseline Data | 2014/15 Target | 2016/17 Aspirational Target | Current Outturn | Performance RAG   | Outcome Performance Predictive RAG |
|--|--|-----------------------|----------------|-----------------------------|-----------------|---|------------------------------------|
| HHA/013 - The percentage of all potentially homeless households for whom homelessness was prevented for at least 6 months. | Chief Officer – Community and Enterprise | 84.89%                | 90%            | 90%                         | N/A             | N/A   | <b>G</b>                           |
| Number of tenants helped to move to more affordable accommodation because of the spare room subsidy                        |  | 50                    | 65             | TBC                         | 9               | <b>A</b><br>See point 3 in table below, reflecting the actions being employed in relation to this activity. | <b>A</b>                           |

**Risks to Manage - Meeting the growing costs of homelessness prevention**

| Gross Score<br>(as if there are no measures in place to control the risk) |        |             | Current Actions / Arrangements in place to control the risk   | Net Score<br>(as it is now) |        |             | Future Actions and / or Arrangement to control the risk  | Manager Responsible           | Risk Trend | Target Score<br>(when all actions are completed / satisfactory arrangements in place) |        |             |
|---|--------|-------------|---|-----------------------------|--------|-------------|--|-------------------------------|------------|---|--------|-------------|
| Likelihood  | Impact | Gross Score |   | Likelihood                  | Impact | Gross Score |  |                               |            | Likelihood  | Impact | Gross Score |
| (L)   | (I)    | (LxI)       |   | (L)                         | (I)    | (LxI)       |  |                               | (L)        | (I)   | (LxI)  |             |
| H   | H      | R           | <p>1. Enhancing provision of homelessness prevention services for anyone at risk of homelessness within 56 days through our 'reasonable steps pilot'.</p> <p>2. Integrated Housing Access &amp; Housing Options Team enables realistic housing options to be provided to residents seeking assistance with housing.</p> <p>3. To increase the number of transfers amongst tenants impacted by the spare room subsidy, a Housing Officer (Welfare Reform) has recently been appointed. However, the officer is now also working with households with more complex needs, i.e. disability &amp; need to move to adapted properties. Such households are more difficult to transfer to alternative, suitable accommodation &amp; the officer will be implementing a range of approaches to resolve the housing problems experienced by such tenants.</p> | M                           | M      | A           | <p>1. Identifying &amp; putting place appropriate resources to enable the effective delivery of a Housing Solutions Service from April 2015.</p> <p>2. Implementing a Common Housing Register for all social housing providers operating within Flintshire.</p> <p>3. The Tackling Poverty Partnership is overseeing the implementation of measures to improve financial capability &amp; access to affordable credit within households impacted by welfare reforms.</p> | Chief Officer<br>Clare Budden | ↓          | M   | M      | A           |

| 2. Provide advice and support services to help people protect their income   |              |   |             |   |
|--|--------------|---|-------------|---|
| Progress Status  | Progress RAG | G | Outcome RAG | G |
| <p>During the period April to June 2014, Welfare Rights maximised the income within 511 Flintshire households by helping them to claim welfare benefits and tax credits with a value of £518,000. In addition, households at risk of homelessness were assisted to manage debts totalling £428,000. Tenanted households, impacted by the welfare reforms – in particular by the spare room subsidy (bedroom tax), received discretionary housing payments totalling £64,923.23. This outcome of income maximisation work is not only beneficial for the household but also increases spending power within the local economy and positively supports the attainment of the objectives within the Tackling Poverty and Homelessness Prevention agendas.</p> |              |   |             |   |
| <p><b>Achievement will be measured through:</b></p> <ul style="list-style-type: none"> <li>▪ Number of Flintshire residents assisted by Flintshire County Council to maximise their income</li> <li>▪ Number of residents supported to successfully challenge adverse benefit decisions</li> <li>▪ Amount of additional Social Security and Tax Credits paid to Flintshire residents as a result of the work undertaken by Flintshire County Council</li> <li>▪ Amount of monthly debt managed as a result of advice provided by the Money Advice Service</li> <li>▪ Amount of monthly discretionary housing payment (DHP) paid to support peoples housing needs including changes due to Welfare Reform</li> </ul>  |              |   |             |   |



| Achievement Measures  | Lead Officer                             | 2013/14 Baseline Data | 2014/15 Target | 2016/17 Aspirational Target | Current Outturn | Performance RAG | Outcome Performance Predictive RAG |
|---|--|-----------------------|----------------|-----------------------------|-----------------|-----------------|------------------------------------|
| Amount of additional Social Security and Tax Credits paid to Flintshire residents as a result of the work undertaken by FCC (WEL/001)   | Chief Officer – Community and Enterprise | £2.3 million          | £2 million     | £2.6 million                | £518,403        | G               | G                                  |
| <b>The following indicators are provided for information and monitoring only and are not suitable for setting targets against</b>   |  |                       |                |                             |                 |                 |                                    |
| Number of Flintshire residents assisted by FCC to claim Additional Social Security and Tax Credits  | Chief Officer – Community and Enterprise | 1,680                 | N/A            | N/A                         | 511             | N/A             | N/A                                |
| Number of residents supported to successfully challenge adverse benefit decisions   |  | 180                   | N/A            | N/A                         | 43              | N/A             | N/A                                |
| Amount of additional Social Security and Tax Credits paid to Flintshire residents as a result of the work undertaken by Flintshire County Council   |  | £2.3 million          | N/A            | N/A                         | £518,403        | N/A             | N/A                                |
| Amount of monthly debt managed as a result of advice provided by the Money Advice Service<br><i>It has been decided this year to exclude the housing costs (i.e., total amount of outstanding mortgage) from the debt managed</i> |  | N/A – new measure     | N/A            | N/A                         | £428,100        | N/A             | N/A                                |
| Amount of monthly discretionary housing payment (DHP) paid to support people to adjust to Welfare Reform changes  |  | N/A – new measure     | N/A            | N/A                         | £64,923.23      | N/A             | N/A                                |

**Risks to Manage - Advice and support services sufficient to be able to meet demand**

| Gross Score<br>(as if there are no measures in place to control the risk) |        |             | Current Actions / Arrangements in place to control the risk  | Net Score<br>(as it is now) |        |             | Future Actions and / or Arrangement to control the risk  | Manager Responsible           | Risk Trend | Target Score<br>(when all actions are completed / satisfactory arrangements in place) |        |             |
|---|--------|-------------|--|-----------------------------|--------|-------------|--|-------------------------------|------------|---|--------|-------------|
| Likelihood  | Impact | Gross Score |  | Likelihood                  | Impact | Gross Score |  |                               |            | Likelihood  | Impact | Gross Score |
| Page 88   | (H)    | (R)         |  | (L)                         | (I)    | (Lxl)       |  |                               |            | (L)   | (I)    | (Lxl)       |
| H   | H      | R           | <p>1. The development of an Advice Gateway to complement the Support Gateway will maximise the effective use of available services resources through reducing duplication of effort and ensuring residents have ease of access to the most appropriate service provider.</p> <p>2. We are ensuring front line staff possesses the knowledge, skills and confidence to be able to advise and support service users/residents on a range of social welfare issues, i.e., maximising income, managing money, etc.</p> | M                           | M      | A           | <p>1. The development of the Local Support Services Framework will promote partnership working in order to make effective use of available service resources.</p> <p>2. The Tackling Poverty Partnership will identify and co-ordinate funding applications with the aim of maximising the take-up of funding opportunities amongst services</p> | Chief Officer<br>Clare Budden | ↓          | M   | M      | A           |

### 3. Support the implementation of Universal Credit (UC) within the Shotton Jobcentre Plus area

|                        |                     |          |                    |          |
|------------------------|---------------------|----------|--------------------|----------|
| <b>Progress Status</b> | <b>Progress RAG</b> | <b>G</b> | <b>Outcome RAG</b> | <b>G</b> |
|------------------------|---------------------|----------|--------------------|----------|

Flintshire County Council and the Department of Working Pensions (DWP) have put into operation a local delivery agreement to ensure appropriate support is available to help claimants to make and sustain their Universal Credit (UC) claims. The agreement will also provide DWP decision makers with direct access to technical advice and support from the Council's Housing Benefit Service on UC claims that include housing costs. The achievement measures for 2014/15 are based upon figures provided by the DWP, which they based upon projected claimant numbers from the six original UC pathfinder areas. As a Local Authority, Flintshire has no control over the speed at which the Westminster Government is progressively implementing UC within Flintshire. As such it is not appropriate to have targets for these measures but outturns will be provided as management information. However, the DWP have agreed to fund the local delivery agreement during the period April 2014 – March 2015, and the low numbers claiming UC will not negatively affect the agreed level of funding, nor will there be any negative impact upon residents. It is also important to note that the role out within Flintshire is progressing very positively and as a live UC area it has enabled FCC to positively influence the DWP to formulate their national UC policies to reflect best practice being undertaken to support UC claimants in Flintshire.

**Achievement will be measured through:**

- Number of Universal Credit claimants referred to Citizens Advice Bureau for Personal Budgeting support
- Number of Universal Credit claimants assisted with on-line access
- Number of claims referred from Jobcentre Plus to Flintshire County Council Housing Benefit service

| Achievement Measures  | Lead Officer                             | 2013/14 Baseline Data | 2014/15 Target | 2016/17 Aspirational Target | Current Outturn | Performance RAG | Outcome Performance Predictive RAG |
|---|--|-----------------------|----------------|-----------------------------|-----------------|-----------------|------------------------------------|
| <b>The following indicators are provided for information and monitoring only and are not suitable for setting targets against</b> |  |                       |                |                             |                 |                 |                                    |
| Number of Universal Credit claimants referred to Citizens Advice Bureau for Personal Budgeting support                            | Chief Officer – Community and Enterprise | N/A – new measure     | N/A            | TBC                         | 4               | N/A             | N/A                                |
| Number of Universal Credit claimants assisted with on-line access   |  | N/A – new measure     | N/A            | TBC                         | 1               | N/A             | N/A                                |
| Number of claims referred from Jobcentre Plus to Flintshire County Council Housing Benefit service                                |  | N/A – new measure     | N/A            | TBC                         | 25              | N/A             | N/A                                |

Risks to Manage - Eviction levels rising if tenants are unable to afford to pay their rent

| Gross Score<br>(as if there are no measures in place to control the risk) |        |             | Current Actions / Arrangements in place to control the risk  | Net Score<br>(as it is now) |        |             | Future Actions and / or Arrangement to control the risk  | Manager Responsible           | Risk Trend | Target Score<br>(when all actions are completed / satisfactory arrangements in place) |        |             |
|---|--------|-------------|--|-----------------------------|--------|-------------|--|-------------------------------|------------|---|--------|-------------|
| Likelihood  | Impact | Gross Score |  | Likelihood                  | Impact | Gross Score |  |                               |            | Likelihood  | Impact | Gross Score |
| Page 90   | (H)    | (LxI)       |  | (L)                         | (I)    | (LxI)       |  |                               |            | (L)   | (I)    | (LxI)       |
| H   | H      | R           | <ol style="list-style-type: none"> <li>FCC Housing Benefit Service proactively uses Discretionary Housing Payments to assist households at risk of homelessness.</li> <li>Welfare Reform Team targets support &amp; early interventions at vulnerable households losing social security income.</li> <li>DWP are introducing positive changes to improve the processes for UC claims that include housing costs. These improvements include a new specialist team within the UC service centre to manage housing costs claims &amp; improved communications between Social Landlords and the universal credit service centre.</li> </ol> | M                           | M      | A           | <ol style="list-style-type: none"> <li>FCC is part of an all Wales Project that is reviewing the Discretionary Housing Payment scheme with the aim of promoting best practice &amp; ensure efficient use of the DHP budget over the longer term.</li> <li>Consider ways in which the social &amp; private rented sectors can identify the capabilities of tenants to manage direct payment of benefit</li> <li>Implement appropriate measures to prepare tenants, as much as practical, to be better able to seamlessly transfer over to direct payments of housing costs as the UC roll out intensifies.</li> </ol> | Chief Officer<br>Clare Budden | ↓          | M   | M      | A           |

Risks to Manage - Local Economy may suffer as residents have less income to spend

| Gross Score<br>(as if there are no measures in place to control the risk) |        |             | Current Actions / Arrangements in place to control the risk   | Net Score<br>(as it is now) |        |             | Future Actions and / or Arrangement to control the risk  | Manager Responsible           | Risk Trend | Target Score<br>(when all actions are completed / satisfactory arrangements in place) |        |             |
|---|--------|-------------|---|-----------------------------|--------|-------------|--|-------------------------------|------------|---|--------|-------------|
| Likelihood  | Impact | Gross Score |   | Likelihood                  | Impact | Gross Score |  |                               |            | Likelihood  | Impact | Gross Score |
| (L)   | (I)    | (LxI)       |   | (L)                         | (I)    | (LxI)       |  |                               | (L)        | (I)   | (LxI)  |             |
| M   | M      | A           | 1. Services in place to assist residents to maximise household income by encouraging & enabling the take-up of social security benefits & tax credits & by competently managing their financial commitments.<br><br>2. FCC funding a personal budgeting support service delivered by the CAB, for UC claimants who experience problems managing their household budget. | M                           | M      | A           | 1. The development of the Local Support Services Framework will identify the advice & support resources that are required to help residents to manage the impacts of longer-term transformations of the social security system.<br><br>2. The Council needs to continue to forecast the projected impacts of future changes to social security legislation upon residents, service users, service providers, local businesses. | Chief Officer<br>Clare Budden | ↔          | M   | M      | A           |

**Risks to Manage - Resources to meet the requirements of the Universal Credit roll-out**

| Gross Score<br>(as if there are no measures in place to control the risk) |        |             | Current Actions / Arrangements<br>in place to control the risk   | Net Score<br>(as it is now) |        |             | Future Actions and / or Arrangement<br>to control the risk   | Manager<br>Responsible        | Risk<br>Trend | Target Score<br>(when all actions are completed / satisfactory arrangements in place) |        |             |
|---|--------|-------------|--|-----------------------------|--------|-------------|--|-------------------------------|---------------|---|--------|-------------|
| Likelihood  | Impact | Gross Score |  | Likelihood                  | Impact | Gross Score |  |                               |               | Likelihood  | Impact | Gross Score |
| (L)   | (I)    | (LxI)       |  | (L)                         | (I)    | (LxI)       |  |                               | (L)           | (I)   | (LxI)  |             |
| M   | M      | A           | 1. During the period April 14 – March 15, the UC delivery partnership agreement will ensure resources are in place to UC claimants to make & sustain UC claims.<br><br>2. FCC & DWP hold a regular UC strategic meeting to manage the implementation of the Universal Credit local delivery partnership agreement.<br><br>3. FCC has created a UC liaison officer to collate & disseminate management information on UC. | L                           | L      | G           | 1. Whilst measures are in place to offer personal budgeting support to new Universal Credit claimants, the Tackling Poverty Partnership need to develop a strategic approach to how the financial literacy and money management skills within all households impacted by welfare reforms, or who will be as Universal Credit is rolled out are to be improved. | Chief Officer<br>Clare Budden | ↔             | L   | L      | G           |

**Priority:** Poverty  
**Sub-Priority:** Fuel Poverty  
**Impact:** Protecting people from poverty

**What we will do in 2014/15:**

**1. Improvement in the energy efficiency of housing on Deeside through the Vibrant and Viable Places (V&VP) regeneration framework**

|                         |                     |          |                    |          |
|-------------------------|---------------------|----------|--------------------|----------|
| <b>Progress Comment</b> | <b>Progress RAG</b> | <b>A</b> | <b>Outcome RAG</b> | <b>G</b> |
|-------------------------|---------------------|----------|--------------------|----------|

This report covers two V&VP project areas, 1) Welsh Housing Quality Standard (WHQS) Plus and 2) Promoting Deeside as a place to live and work. WHQS Plus seeks to improve the energy efficiency of 39 council homes at least 5 points above the minimum Standard Assessment Procedure (SAP) score of 65. It is impossible to guarantee that the same improvement can be made to the private homes receiving measures through the second V&VP project area so the impact of this work is reflected in section 2 'Help residents in the private sector to access funding support to improve the energy efficiency of their homes'.

The first installations for the WHQS Plus programme are due to be completed in quarter two with the remainder due to be completed in quarters three and four. The majority of the installations for Promoting Deeside as a place to live and work will be completed in Q3 with the remainder completed in Q4.

**Achievement will be measured through:**

- The installation of additional energy efficiency measures including solid wall insulation and solar PV

| Achievement Measures                                  | Lead Officer                             | 2013/14 Baseline Data | 2014/15 Target | 2016/17 Aspirational Target | Current Outturn | Performance RAG | Outcome Performance Predictive RAG |
|---|--|-----------------------|----------------|-----------------------------|-----------------|-----------------|------------------------------------|
| Number of homes receiving energy efficiency measures  | Chief Officer – Community and Enterprise | N/A – new measure     | 177            | 177                         | N/A             | N/A             | Green                              |
| Average SAP score of Council homes receiving measures |  | 65                    | 70             | 70                          | N/A             | N/A             | Green                              |

**Risks to Manage – Residents may not take up the energy efficiency measure available as we hope**

| Gross Score<br>(as if there are<br>no measures in<br>place to control<br>the risk) |        |                | Current Actions / Arrangements<br>in place to control the risk  | Net Score<br>(as it is now) |        |                | Future Actions and / or<br>Arrangement to control the risk   | Manager<br>Responsible | Risk<br>Trend | Target Score<br>(when all<br>actions are<br>completed /<br>satisfactory<br>arrangements in<br>place) |        |                |
|--|--------|----------------|---|-----------------------------|--------|----------------|--|------------------------|---------------|--|--------|----------------|
| Likelihood   | Impact | Gross<br>Score |   | Likelihood                  | Impact | Gross<br>Score |  |                        |               | Likelihood   | Impact | Gross<br>Score |
| (L)  | (I)    | (LxI)          |   | (L)                         | (I)    | (LxI)          |  |                        | (L)           | (I)  | (LxI)  |                |
| H  | H      | R              | 1. The Council has evaluated previous programmes and identified the most cost effective measures based on capital cost and potential savings. These measures form the basis of the 2013/14 service delivery strategy. | L                           | L      | G              | 1. Continue to evaluate performance and undertake customer research to identify the measures that will benefit residents most and that are most desirable. | Gavin Griffith         | ↓             | L  | L      | G              |



**2. Help residents in the private sector to access funding support to improve the energy efficiency of their homes.**

|                         |                     |          |                    |          |
|-------------------------|---------------------|----------|--------------------|----------|
| <b>Progress Comment</b> | <b>Progress RAG</b> | <b>G</b> | <b>Outcome RAG</b> | <b>G</b> |
|-------------------------|---------------------|----------|--------------------|----------|

The team were expected to deliver measures to 100 properties in Q1 which has been exceeded. The 106 measures installed were cavity wall insulation, boiler replacements and external solid wall insulation. Further more, preparation for Q2 has been completed on time. A risk for this next quarter, however, is the availability of mains gas to the community of Mostyn. No heating systems can be installed until Wales and West are ready to commission the gas network which is scheduled for August. Despite this the team expects to deliver its target of measures to 350 homes in Q2.

Reduction in Carbon Emissions is estimated to exceed the target this year with the installations planned although this quarter the figures do not represent this because the types of installations carried out so far on the programme had lower carbon savings than the measures due to be undertaken later on in the year.

**Achievement will be measured through:**

- Number of households accessing Eco and other energy efficiency funding
- Number of households accessing the opportunity to convert from oil to gas heating in the Aston and Mostyn areas

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| Achievement Measures   | Lead Officer                                | 2013/14 Baseline Data | 2014/15 Target | 2016/17 Aspirational Target | Current Outturn | Performance RAG | Outcome Performance Predictive RAG |
|--|---|-----------------------|----------------|-----------------------------|-----------------|-----------------|------------------------------------|
| Overall annual fuel bill reduction for residents                                       | Chief Officer –<br>Community and Enterprise | £142,430              | £175,000       | £250,000                    | £22,760         | Green           | Green                              |
| Annual reduction in carbon emissions   |   | 11,661 tonnes         | 25,000 tonnes  | 20,000 tonnes               | 2,028 tonnes    | Green           | Green                              |
| IPE2M5 – Number of homes benefiting from improved domestic energy performance measures |   | 466 homes             | 650 homes      | 1000 homes                  | 106             | Green           | Green                              |

**3. Deliver energy efficiency measures to Council homes.**

|                  |              |   |             |   |
|------------------|--------------|---|-------------|---|
| Progress Comment | Progress RAG | A | Outcome RAG | G |
|------------------|--------------|---|-------------|---|

**233 homes are expected to receive gas to their properties in 2014/15. The gas infrastructure has been installed in Aston (gas now available at 11 properties) and resources focussed into Mostyn to deliver what is a substantial scheme with over 10 kilometres of gas pipe being laid. Mostyn is going to be a phased delivery plan with the first properties connected in September 2014 and the overall scheme completion targeted for before Christmas 2014.**

**The current outturn appears low in quarter 1 as the infrastructure for the gas mains is being installed. The majority of services will be connected, as explained above, in quarter two.**

- Achievement will be measured through:**
- Number of Council homes receiving energy efficiency measures
  - Number of Council homes in the Aston and Mostyn areas being converted from oil to gas

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| Achievement Measures  | Lead Officer                             | 2013/14 Baseline Data | 2014/15 Target    | 2016/17 Aspirational Target | Current Outturn  | Performance RAG | Outcome Performance Predictive RAG |
|---|--|-----------------------|-------------------|-----------------------------|------------------|-----------------|------------------------------------|
| IPP2M4 - Number of Council homes receiving energy efficiency measures   | Chief Officer – Community and Enterprise | 161 council homes     | 400 council homes | 500 council homes           | 66 council homes | Green           | Green                              |
| Number of Council homes in the Aston and Mostyn areas being converted from oil to gas (this is a sub-measure of IPP2M4 above) |  | N/A – new measure     | 233 council homes | N/A                         | 11 council homes | Amber           | Green                              |

### Risks to Manage – Available funding might fall short of public demand

| Gross Score<br>(as if there are no measures in place to control the risk) |        |             | Current Actions / Arrangements in place to control the risk | Net Score<br>(as it is now)  |        |             | Future Actions and / or Arrangement to control the risk | Manager Responsible   | Risk Trend     | Target Score<br>(when all actions are completed / satisfactory arrangements in place) |        |             |   |
|---|--------|-------------|---|--|--------|-------------|---|---|----------------|---|--------|-------------|---|
| Likelihood  | Impact | Gross Score |   | Likelihood   | Impact | Gross Score |   |   |                | Likelihood  | Impact | Gross Score |   |
| (L)   | (I)    | (LxI)       |   | (L)  | (I)    | (LxI)       |   |   | (L)            | (I)   | (LxI)  |             |   |
| Page 97   | H      | H           | R   | <ol style="list-style-type: none"> <li>A robust 3 year business plan has been developed to ensure that the service can be sustained.</li> <li>The business plan is based on meeting the Councils spend to save ratio of £1 spent for every £5 saved or secured through external funding.</li> <li>Discussions with stakeholders have taken place to emphasise the benefit of continuing investment in domestic energy efficiency.</li> </ol> | L      | L           | G   | <ol style="list-style-type: none"> <li>Sufficiently skilled staff need to be retained / developed to ensure there is the capacity to continue to identify and secure funding opportunities and to ensure that delivery of programmes meets the standards of the Council, service users and funding providers.</li> <li>Progress needs to be evaluated against the business plan to determine whether the model is working or not.</li> <li>Public demand needs to be evaluated regularly to ensure appropriate investments are made.</li> <li>The service needs to maintain a strong communications plan to provide transparency to existing and potential service users. This may include referrals to other services/fund providers including local contractors with access to ECO funding. With good communication it may also be possible to manage the Public's expectations.</li> </ol> | Gavin Griffith | ↓   | L      | L           | G |

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## FLINTSHIRE COUNTY COUNCIL

**REPORT TO:** **HOUSING OVERVIEW & SCRUTINY COMMITTEE**

**DATE:** **WEDNESDAY 10<sup>TH</sup> SEPTEMBER, 2014**

**REPORT BY:** **HOUSING AND LEARNING OVERVIEW & SCRUTINY FACILITATOR**

**SUBJECT:** **FORWARD WORK PROGRAMME**

### **1.00 PURPOSE OF REPORT**

1.01 To consider the Forward Work Programme of the Housing Overview & Scrutiny Committee.

### **2.00 BACKGROUND**

2.01 Items feed into a Committee's Forward Work Programme from a number of sources. Members can suggest topics for review by Overview & Scrutiny Committees, members of the public can suggest topics, items can be referred by the Cabinet for consultation purposes, or by County Council or Chief Officers. Other possible items are identified from the Cabinet Work Programme and the Strategic Assessment of Risks & Challenges.

2.02 In identifying topics for future consideration, it is useful for a 'test of significance' to be applied. This can be achieved by asking a range of questions as follows:

1. Will the review contribute to the Council's priorities and/or objectives?
2. Are there issues of weak or poor performance?
3. How, where and why were the issues identified?
4. Do local communities think the issues are important and is there any evidence of this? Is there evidence of public dissatisfaction?
5. Is there new Government guidance or legislation?
6. Have inspections been carried out?
7. Is this area already the subject of an ongoing review?

### **3.00 CONSIDERATIONS**

3.01 Overview & Scrutiny presents a unique opportunity for Members to determine the Forward Work Programme of the Committees of which they are Members. By reviewing and prioritising the Forward Work Programme Members are able to ensure it is Member-led and includes the right issues. A copy of the Forward Work Programme is attached at Appendix 1 for Members' consideration which has been updated following the last meeting.

**4.00 RECOMMENDATIONS**

4.01 That the Committee considers the draft Forward Work Programme attached as Appendix 1 and approve/amend as necessary.

**5.00 FINANCIAL IMPLICATIONS**

5.01 None as a result of this report.

**6.00 ANTI POVERTY IMPACT**

6.01 None as a result of this report.

**7.00 ENVIRONMENTAL IMPACT**

7.01 None as a result of this report.

**8.00 EQUALITIES IMPACT**

8.01 None as a result of this report.

**9.00 PERSONNEL IMPLICATIONS**

9.01 None as a result of this report.

**10.00 CONSULTATION REQUIRED**

10.01 N/A.

**11.00 CONSULTATION UNDERTAKEN**

11.01 Publication of this report constitutes consultation.

**12.00 APPENDICES**

12.01 Appendix 1 – Forward Work Programme

**LOCAL GOVERNMENT (ACCESS TO INFORMATION ACT) 1985  
BACKGROUND DOCUMENTS**

None.

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**CURRENT FWP**

| Date of meeting  | Subject  | Purpose of Report  | Scrutiny Focus                | Responsible / Contact Officer                   | Submission Deadline            |
|--|--|--|-------------------------------|---|--------------------------------|
| <p><b>15 October 2014</b></p> <p><b>Members of the Corporate Resources OSC Members invited for this item</b></p> | <p><b>Affordable Housing Policy</b></p>                                  | <p>To consider a proposed Affordable Housing Policy</p>  | <p>Service Improvement</p>    | <p>Chief Officer (Community and Enterprise)</p> | <p><b>7 October 2014</b></p>   |
|  | <p><b>Asset Management Plan</b></p>                                      | <p>To consider stock investment and proposals to provide high quality sustainable housing stock to meet WHQS</p> | <p>Service Improvement</p>    | <p>Chief Officer (Community and Enterprise)</p> |                                |
|  | <p><b>Welfare Reform Update – including Universal Credit</b></p>         | <p>To update Members on the impact of Welfare Reform and the Universal Credit pilot in Shotton.</p>              | <p>Service Delivery</p>       | <p>Chief Officer (Community and Enterprise)</p> |                                |
|  | <p><b>Housing Revenue Account (HRA) Business Plan</b></p>                | <p>To consider the revised HRA Business Plan</p>   | <p>Service Improvement</p>    | <p>Chief Officer (Community and Enterprise)</p> |                                |
| <p><b>26 November, 2014</b></p>  | <p><b>Update on North East Wales Homes &amp; Property Management</b></p> | <p>To update Members on the work of the North East Wales Homes &amp; Property Management</p>                     | <p>Performance Monitoring</p> | <p>Chief Officer (Community and Enterprise)</p> | <p><b>18 November 2014</b></p> |
|  | <p><b>Housing Act</b></p>  | <p>To inform Members of the implications of the Housing Act and Homelessness Pilot</p>                           | <p>Service Delivery</p>       | <p>Chief Officer (Community and Enterprise)</p> |                                |

|                          |   |   |                        |  |                         |
|--------------------------|---|---|------------------------|--|-------------------------|
|                          | <b>Service Charges / Assisted Gardening Service</b> | To consider changes to service charges and proposals for the Assisted Gardening Service               | Service Delivery       | Chief Officer (Community and Enterprise) |                         |
| <b>14 January, 2015</b>  | <b>Quarterly Performance Reporting</b>              | To consider Q2 performance outturns for improvement targets.  | Performance Reporting  | Chief Officer (Community and Enterprise) | <b>6 January 2015</b>   |
|                          | <b>Review of Strategic Housing Partnership</b>      | To review the Strategic Housing Partnership   | Service Delivery       | Chief Officer (Community and Enterprise) |                         |
|                          | <b>Update on Tenant Involvement</b>                 | To consider tenants satisfaction results and the involvement of tenants in service improvements.      | Performance Monitoring | Chief Officer (Community and Enterprise) |                         |
|                          | <b>Update on the implementation of SARTH</b>        | To update Members on the implementation of the regional housing register and allocations policy       | Performance Monitoring | Chief Officer (Community and Enterprise) |                         |
| <b>24 February, 2015</b> | <b>Work of RSL's operating in Flintshire</b>        | To enable the Committee to meet with representatives of Housing Associations operating in Flintshire. | Service Improvement    | Chief Officer (Community and Enterprise) | <b>16 February 2015</b> |



|  |   |   |                               |   |                             |
|--|---|---|-------------------------------|---|-----------------------------|
| <p><b>24 March 2015</b></p> <p><b>Members of the Environment OSC invited for this item</b></p> | <p><b>Quarterly Performance Reporting</b></p>               | <p>To consider Q3 performance outturns for improvement targets.</p>   | <p>Performance Reporting</p>  | <p>Chief Officer (Community and Enterprise)</p> | <p><b>16 March 2015</b></p> |
|  | <p><b>Private Sector Housing Renewal</b></p>                | <p>To consider progress on the delivery of Flintshire’s first Renewal Area, general service development and county wide projects.</p> | <p>Performance Monitoring</p> | <p>Chief Officer (Community and Enterprise)</p> |                             |
|  | <p><b>Vibrant and Viable Places</b></p>                     | <p>To review progress made following the allocation of funding as part of the Vibrant and Viable Places Bid.</p>                      | <p>Performance Monitoring</p> | <p>Chief Officer (Community and Enterprise)</p> |                             |
| <p><b>24 April 2015</b></p>  | <p><b>Council House Development</b></p>                     | <p>To consult the Committee on the outcome of the procurement programme and delivery of new homes</p>                                 | <p>Service Delivery</p>       | <p>Chief Officer (Community and Enterprise)</p> | <p><b>16 April 2015</b></p> |
|  | <p><b>Performance of the Anti-Social Behaviour Unit</b></p> | <p>To enable the Committee to monitor the performance of the Anti-Social Behaviour Unit</p>   | <p>Performance Reporting</p>  | <p>Chief Officer (Community and Enterprise)</p> |                             |

|                     |   |   |                        |  |                     |
|---------------------|---|---|------------------------|--|---------------------|
| <b>1 June 2015</b>  | <b>Update on North East Wales Homes &amp; Property Management</b> | To update Members on the work of the North East Wales Homes & Property Management | Performance Monitoring | Chief Officer (Community and Enterprise) | <b>21 May 2015</b>  |
| <b>8 July, 2015</b> | <b>Quarterly Performance Reporting</b>                            | To consider Q4/Year End performance outturns for improvement targets.             | Performance Reporting  | Chief Officer (Community and Enterprise) | <b>30 June 2015</b> |
|                     | <b>Improvement Plan 2015/16</b>                                   | To consider the draft Improvement Plan 2015/16                                    | Performance Reporting  | Chief Officer (Community and Enterprise) |                     |

**REGULAR ITEMS**

| <b>Month</b>              | <b>Item</b>   | <b>Purpose of Report</b>   | <b>Responsible / Contact Officer</b>     |
|---------------------------|---|--|--|
| <b>Quarterly / Annual</b> | <b>Performance Reporting</b>                                      | To consider performance outturns for improvement targets against directorate indicators.                                       | Chief Officer (Community and Enterprise) |
| <b>Six monthly</b>        | <b>Private Sector Housing Renewal</b>                             | To consider progress on the delivery of Flintshire's first Renewal Area, general service development and county wide projects. | Chief Officer (Community and Enterprise) |
| <b>Annually</b>           | <b>Update on Delivery of Choices Document</b>                     | To receive an update report on the delivery of the Choices Document.   | Chief Officer (Community and Enterprise) |
| <b>Six monthly</b>        | <b>Welfare Reform Update – including Universal Credit</b>         | To update Members on the impact of Welfare Reform and the cost to the Council.   | Chief Officer (Community and Enterprise) |
| <b>Six monthly</b>        | <b>Update on North East Wales Homes &amp; Property Management</b> | To update Members on the work of the North East Wales Homes & Property Management  | Chief Officer (Community and Enterprise) |
| <b>Annually</b>           | <b>Vibrant and Viable Places</b>                                  | To review progress made following the allocation of funding as part of the Vibrant and Viable Places Bid.                      | Chief Officer (Community and Enterprise) |

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