



This document explains what Gloucester City Council's proposal to transfer ownership of your home to Gloucester City Homes means for you, your home and your community.

Inner front page

Working together for tenants – a message from the Council's Group Leaders

A message from Councillor Paul James, Leader of Gloucester City Council and Leader of the Conservative Group, Councillor Kate Haigh, Leader of the Labour Group and Councillor Jeremy Hilton, Leader of the Liberal Democrat Group.



Councillor
Paul James



Councillor
Kate Haigh



Councillor
Jeremy Hilton

Over the years, we have worked hard to repair and improve your homes and estates, as well as providing services you can trust. That is why, in 2005, we set up an Arm's Length Management Organisation, Gloucester City Homes, to manage the housing service.

Gloucester City Homes has had eight highly successful years improving services and upgrading your homes. However, the extra funding which Gloucester City Homes received from the Government has now ended and the Council has been trying to work out how it maintains and improves the quality of homes and estates in the future.

The current projections show that after 2015 the Council will not be able to raise the money to meet the Government's Decent Homes Standard. Nor therefore, would it have enough money to regenerate your communities.

However, if Gloucester City Homes was to become your landlord, the transfer would enable them to borrow funds which are currently not available to the Council.

The Council unanimously supported the principle of transfer subject to the Government writing off the Council's historic housing loans. The Government has now given this assurance, clearing the way for tenants to vote on the proposal.

We want to hear your views

Please let us know what you think by completing the tear-off form at the back of this document

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A letter from the Housing Futures Residents' Panel

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Dear Tenants,

This Offer Document from Gloucester City Council is the result of four years' hard work by the Housing Futures Residents Panel, a sub group of the Customer Forum, with the Council, and Gloucester City Homes.

Our work has included visits to Westminster and five other Councils who have been through the housing transfer process with their tenants. As your representatives we researched four other registered providers and compared the quality of services, influence of tenants and ability to provide local accessibility. We felt it was important to ensure that tenants will be listened to and be able to see that their views are acted upon.

What does HFRP think of this Offer?

The Offer being made is the best we can get in our opinion. It builds on the feedback HFRP has provided. We feel that discussions with both the Council and Gloucester City Homes have responded to our feedback on the views collected from wider tenants, residents and communities. We feel that our views have been respected - and listened to.

The HFRP Team totally supports this Offer.

It is **very** important that you use your vote. Your choices are:

- Vote "yes" to transfer full ownership of our homes to Gloucester City Homes in order to secure ongoing investment that would maintain the excellent quality of our housing services. This investment would ensure that **all** tenants' homes get the repairs and improvements they need at the right time and would be able to maintain them to the "Decent Homes Standard", begin regeneration of our neighbourhoods and build new homes.
- Or, vote "no" which means the Council will still own our homes and Gloucester City Homes would have to try to manage and maintain our homes and communities with the limited resources available. This we believe will result in increasing numbers of our homes becoming non-decent and services being reduced.

We believe that this offer document is the best we could have negotiated on behalf of all tenants in Gloucester, with Gloucester City Homes being able to maintain – and improve – its excellent services it has provided in the past and the ~~City~~ Council retaining its links through its five nominees on the Gloucester City Homes Board. The choice is now yours and how you vote is a matter for you.

But whichever way you prefer, **PLEASE DO USE YOUR VOTE!**

SECTION 1.	Your home, your future, your choice – what is it all about?
	<p>Gloucester City Council is proposing to transfer the ownership and management of its 4,800 homes to Gloucester City Homes.</p> <p>The transfer can only go ahead if tenants vote in favour of Gloucester City Homes becoming your landlord.</p> <p>This document sets out exactly why the Council is proposing the transfer to Gloucester City Homes and what the implications are for you as a Council tenant. It has been developed following extensive consultation with tenants. This is a formal consultation document and the Council is legally required to send it to you.</p> <p>It is very important that you take the time to read this document. The proposals set out here affect your future and the home you live in.</p> <p>Please keep this document somewhere safe after you have read it. If a majority of tenants who vote, vote yes, then this document will form the basis of a contract between the Council and Gloucester City Homes and you may need to refer to it in the future.</p> <p>A DVD is enclosed with this offer document. This has been produced by the Council to explain the transfer process and what it means for you. Please take time to watch it as it is very important to understand why the Council is proposing transfer.</p>

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60 Second summary

- Gloucester City Council is proposing to transfer the ownership of its 4,800 homes (including leaseholder properties) to Gloucester City Homes, which currently manages the homes on behalf of the Council.
- Gloucester City Homes was set up to bring all the Council's homes up to the Government's Decent Homes Standard and has invested more than £66 million since 2006. Unfortunately, from April 2015, the Council will not have sufficient money available to keep homes up to standard as and when the work needs to be done.
- The Council, Gloucester City Homes and tenant representatives believe the transfer is the best way forward to keep homes and communities up to standard in the future.
- If the transfer goes ahead, Gloucester City Homes would have money available at the right time to help maintain and keep homes and communities up to standard. This means keeping properties structurally sound and replacing roofs, windows, bathrooms kitchens and heating systems when they need to be replaced.
- Compare the difference between homes staying with the Council and homes transferring to Gloucester City Homes.
- Tenants will decide if the transfer goes ahead in a confidential ballot.

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What is transfer?

It is the transfer of the ownership of the Council's homes to Gloucester City Homes, who currently manage them on behalf of the Council.

Here is why Gloucester City Council is proposing transfer

- Your homes have been brought up to the Decent Homes Standard (a standard set by the Government for all homes) with the help of additional money from the Government, but they will not stay that way without continued investment at the right level at the right time. Some homes require immediate investment to ensure they remain safe.
- **“Staying as we are” is not an option:** As from April 2015 the Council will not have enough money, when it is needed, to maintain homes at the Decent Homes Standard and maintain the quality of services you have come to expect. This is because the Council is not able to raise the necessary money at the time it is needed, from rents or [further](#) borrowing. **Over the next 30 years around £292million** needs to be invested in homes and neighbourhoods to **meet the standard.**
- Without the right level of continuous investment in your home at the right time, it will fall below the expected standard again. There is no realistic prospect from the Government of additional funding to help in the future. Homes would ultimately become unsafe to live in and derelict.

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Faced with this problem, the Council considered all the available **options and believes** that transferring the ownership of your home to Gloucester City Homes is the best way to ensure:

- Your home continues to meet the Decent Homes Standard
- You continue to receive excellent services;
- New affordable homes to let can be built.

If transfer goes ahead, Gloucester City Homes would become your landlord. It would become a registered provider of social housing. It would be able to borrow money when it is needed, to maintain and improve your homes and tenants would continue to be at the heart of the decision-making process.

Maintaining the standard of services you receive now, without transfer, is not an option – current financial rules mean that the [City Council](#) cannot borrow any further to get the money that it needs as and when it is needed. This means that [your](#) homes would start to fall below standard and the Council would have to consider significant cuts to existing services. Even [then with significant cuts](#), the Council believes there would not be enough money to keep all [your](#) homes decent and available to live in.

No available option other than transfer could provide all of this now, or in the future. This document has been agreed after extensive consultation with your tenant representatives. They have been involved right from the beginning in 2010 in putting these proposals together on your behalf.

What options were considered?

After identifying how much extra money is needed to repair and improve your homes over the next 30 years, the Council recognised that it could not afford it. The Council considered different options in consultation with the Housing Futures Residents' Panel and Customer Forum, your tenant representatives from across the City.

We looked at all the alternative options for investing in the management and maintenance of the Council's homes in the future.

The options considered were:

- Transferring ~~your the~~ homes to a new registered housing provider, for example, to a newly independent Gloucester City Homes, who have managed ~~your the~~ homes since 2005.
- Transferring ~~your the~~ homes to an existing registered housing provider. The Council keeping ownership of ~~your the~~ homes and retaining Gloucester City Homes as an Arm's Length Management Organisation, to manage ~~your the~~ homes on behalf of the Council.
- The Council keeping ownership of ~~your the~~ homes and directly managing ~~your home itself them~~.

After a detailed examination of all these options and consulting with tenants, the Housing Futures Residents' Panel and your Customer Forum believe that the best option is the proposal to transfer the ownership of all the Council's housing to Gloucester City Homes which would be independent of the Council and run on a not-for-profit basis.

The Council supports the decision of your tenant representatives and believes that **transfer is the only realistic option** that will provide:

- The money that Gloucester's council homes need to maintain the ~~m to the~~ required standard
- The services that Gloucester's tenants want; and
- High levels of involvement and influence for its tenants.

The rest of this document will go on to explain the benefits the transfer could bring and what this would mean for you as a tenant.

What needs to be spent on your home?

In April 2012 the Government changed the housing finance system for councils that still own social housing. As a result of this, the Government set a limit on how much a Council could borrow to invest in its homes and the ~~City~~ Council will reach its limit from April 2015.

In the past the Council has been able to borrow additional money when it has needed it, with Government help and it was able to meet the Decent Homes Standard. However, this limit on borrowing means the Council will not be able to borrow money to improve homes when the work is needed - ~~and to~~ keep homes at ~~the this~~ standard. ~~achieved and No~~ further money is available to the Council from the Government.

Independent surveys of the Council's housing stock ~~show that~~ show that around £120 million needs to be spent over the next 10 years. ~~which This~~ is ~~around over~~ £22 million

more than the Council currently projects it has available to spend to invest in maintaining your homes in that period. A lot of this money is needed to maintain around 1,700 non-traditionally built homes (a third of the housing stock), which are built with steel and concrete. The surveys also show that over 30 years, ~~£292 million~~ needs to be spent in total.

If the Council does not invest in these non-traditionally built homes at the right time to maintain them at a good enough standard for tenants to live in, the homes will become harder to let and eventually unfit to live in. As homes become empty, there will be less rent coming in and this means there will be less money available to repair and improve the Council's other homes.

What this means is that if the Council cannot spend the £22 million that it needs to spend on these non-traditional homes over the next 10 years, then the subsequent loss of rent which will arise from these homes being not fit to let, will result in the Council being **£107 million** short of what is needed over the next 30 years to maintain all of the stock.

What are the key benefits of the transfer?

If the ownership of the Council's homes is transferred to Gloucester City Homes, this would mean that money would be available to improve and maintain homes and neighbourhoods at the right time. ~~The proposal to transfer the ownership of the Council's homes to Gloucester City Homes would mean money would be available to borrow, when required, to improve and maintain homes and neighbourhoods at the right time.~~

Gloucester City Homes ~~plans to~~would spend what the independent surveys say is required ~~— the surveys put the current requirement at~~ around £120 million in the first 10 years after transfer, rising to around £292 million over 30 years. This would pay for:

- External refurbishment to help protect homes e.g. structural safety and internal insulation, work to roofs, brickwork, guttering and down pipes.
- Efficient heating and insulation systems where needed, which could help tenants benefit from lower fuel bills.
- Electrical rewires (including extra sockets), where needed, to offer added safety and convenience.
- Further external door and window replacement schemes to improve insulation and security.
- Where needed and appropriate, additional security measures such as CCTV, door entry systems, security lighting.
- Improvements to your neighbourhood, including new fencing, and improved pathways where required.
- Continued work with the Council to improve car parking, refuse collection and recycling facilities.

In addition, Gloucester City Homes would continue to provide information to the City Council and County Council to ensure that local roads and footways, public spaces and play areas are properly maintained.

Why could Gloucester City Homes carry out the level of investment required and the Council could not?

There is one key reason why:

Gloucester City Homes	The Council
<p>Gloucester City Homes would work within different financial rules to the Council.</p> <p>It would be able to borrow the money at the right time and be able to repay the money on time, without increasing rents beyond the guidelines set out by the Government.</p>	<p>The Council has borrowed to the maximum limit currently allowed by Government.</p> <p>Without further borrowing, the rent it receives is not enough to cover the cost of repairs and improvements over the next 30 years at the time they are needed to ensure homes remain fit to live in.</p>

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Compare the difference for yourself

The differences between your the homes staying with the Council and your the homes transferring to Gloucester City Homes are outlined below:

The key issues	If there is a “Yes” vote and homes transfer to Gloucester City Homes	If there is a “No” vote and homes stay with the Council
<p>Money for improvements to homes over ten years</p>	<p>Gloucester City Homes would be able to borrow money at the time it is needed.</p> <p>This means money would be available to carry out improvements when the work is required to <u>your the</u> homes and neighbourhoods.</p>	<p>The Council cannot guarantee it will have the money to do the work at the right time.</p> <p>This means <u>your the</u> homes will not be fully repaired and improved when the work is needed.</p> <p>Many people have had recent improvement works, but those people who are next in line for improvement works may would either have to wait longer or not receive them when they need them. The delayed investment in these homes- <u>and the loss of rent arising</u>, would mean everyone <u>will would</u> have to wait longer in future</p>

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		for their improvements as there would be less money available.
Additional improvements for non-traditionally built housing	<p>Gloucester City Homes would have money available to bring these homes up to standard.</p> <p>The work would include:</p> <ul style="list-style-type: none"> • Repairing the steel structures • Improving energy efficiency by externally cladding the property; and • Improving the appearance of the property 	<p>The Council will not have the money to invest immediately to maintain the structure of these homes and they could eventually become un-lettable.</p> <p>This would result in less rent money coming in and, therefore, even less money for improvements.</p>
Repairs	<p>Gloucester City Homes would continue to provide a high quality repairs service which is efficient and highly valued by tenants.</p> <p>Gloucester City Homes would improve the service where possible.</p>	<p>The Council cannot guarantee to provide the same level of repairs that you currently enjoy.</p> <p>This is because the lack of sufficient money for home improvements would mean more money would have to be spent on day to day repairs.</p> <p>Extra day to day repairs mean less money for future improvements.</p> <p>The Council would still have to review the repairs service to see where it could make savings, resulting in a reduced service.</p>
Community & Environmental improvements	<p>Gloucester City Homes would have money to carry out community and environmental improvements such as improved fencing.</p>	<p>The Council would have to concentrate on trying to maintain the Decent Homes Standard.</p> <p>It is unlikely to be able to provide community and environmental improvements.</p>
New Homes	<p>Gloucester City Homes would build 100 new homes and aims to do this in the first four years after transfer.</p> <p>This would help to meet the local need for more affordable housing for rent.</p> <p>Gloucester City Homes would</p>	<p>No money is currently available for the Council to build new council homes.</p> <p>It cannot borrow to maintain its existing homes and it cannot borrow to build more.</p>

	<p>also have the potential to build more homes in the future including affordable homes for rent or sale. Gloucester City Homes aims to build 100 new homes in the first four years after transfer.</p> <p>This would help to meet the local need for more affordable housing for rent.</p> <p>It would also have the potential to build more homes in the future including affordable homes for rent or sale.</p>	
Other landlord services and developing new services	<p>Gloucester City Homes would have the money to continue providing their excellent and well regarded tenant services, like tackling Anti-Social Behaviour and providing Estate Worker services.</p> <p>Gloucester City Homes would look to continue to develop new services to support tenants and residents like the newly introduced Handylink Service.</p>	<p>The Council could not guarantee to provide the same level of services.</p> <p>The Council would have to review the services to see where it could make savings.</p>
Tenant Involvement	<p>Gloucester City Homes would continue to encourage and support tenants to be fully involved in its decision making and service improvement, in a wide variety of ways that are developed and agreed with tenants.</p>	<p>The Council would have to review the level of support given to tenants and could not guarantee the same high levels of tenant involvement.</p> <p>The Council would also have to see where it could make savings.</p>

How has this offer document been put together?

An extensive consultation exercise has taken place over the last 18 months to identify tenants' priorities for the future. The Council has worked closely with Gloucester City Homes and your tenant representatives from the Housing Futures Residents Panel to use this information to put this offer document together. The Residents' Panel has liaised with the Council to make sure that tenants' views have been heard and acted on.

The Independent Tenants Advisor, the Tenant Participation Advisory Service (TPAS), has also been involved throughout the consultation process.

The next steps....The Council must follow a strict consultation step by step process with tenants as set out by the Government:

Stage 1

This is the period of formal consultation on this offer document, which is called a "Stage one notice". During this period, staff will take every opportunity to meet you through home visits to discuss the proposal.

Following this, the Council must consider tenants' comments on the transfer proposal. The Council will then decide whether this proposal needs to be amended and whether to go ahead with the ballot. If the Council decides not to go ahead with the ballot, then the process stops and the transfer proposal goes no further.

Stage 2

If the Council decides to go ahead with the ballot, you will be sent a letter called the 'Stage two letter'. This letter would describe any significant changes that have been made to the proposals within this offer document, following responses made by tenants.

[This letter would also set out the ballot details and would explain your right to contact the Secretary of State for Communities and Local Government with any views you have on the proposal.](#)

~~[This letter would also set out the ballot details and would explain your right to make representations to the Secretary of State for Communities and Local Government.](#)~~

Ballot

A confidential ballot would be organised by Electoral Reform Services who are independent of the Council and Gloucester City Homes.

Every secure and introductory tenant would have a right to vote on the proposal to transfer. This means that joint tenants would each have a separate vote. Neither the Council nor Gloucester City Homes would know which way you have voted.

The ballot paper would be delivered to your home with a pre-paid envelope for you to send back your vote. If you prefer or would find it easier, you would be able to vote by telephone, text message or via the internet.

The transfer can only go ahead if the majority of tenants who vote, vote YES in the confidential ballot. If you don't vote it won't count either way towards a decision.

After the ballot the Council would inform all tenants of the result and whether it intends to proceed with the transfer and how further representations to the Secretary of State can be made.

Leaseholders and shared owners do not have a statutory right to vote on the transfer but, as residents of buildings that will transfer they will be kept informed throughout the process. They are being invited to take part in a separate test of opinion, but they would not have a formal vote in the ballot.

Whatever your view, it is very important that you use your vote.

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What will it mean if you vote NO and transfer does not go ahead?

If a majority of voting tenants vote NO, the transfer to Gloucester City Homes would not happen and you would stay as a Council tenant. Changes to the way your homes are managed and maintained will be needed as things cannot stay the same as they are now. Changes would be the subject of further consultation. If the transfer doesn't happen, the improvements to your home and services that Gloucester City Homes would carry out, described in this offer document would not go ahead as proposed.

The Council would still have to try to maintain its homes at the Decent Homes Standard, and would be expected to put all its available rental income into trying to achieve this. Unfortunately, those resources currently available would not be sufficient to deliver the investment in your homes and communities when it is needed.

In the first five years from April 2015, the Council expects to have to save around £3 million per year from services and repairs, followed by a further £1.5 - £1.8 million per year up to April 2025, if it were to carry out the immediate investment needed in the non-traditionally built homes.

Proposed Government rent guidance for councils provides-says that rents should not be increased above the Consumer Price Index plus 1%, and-Under current rates-rules the Council cannot borrow any more, so it would have to look to make savings in services and repairs.

These savings would have an adverse-negative impact on services, entailing-leading to job cuts and reductions in the type of services you have come to expect. The level of cuts could seriously undermine the Council's ability to function as a landlord.

If cuts cannot be made in management and maintenance of your homes, the Council would need to reduce and delay investment work to your homes as it will not have the money to do the work when it is needed.

In particular there would not be enough money available to address the immediate need to ensure non-traditionally built homes remain safe to live in for the next 30 years and receive the necessary external insulation to help reduce heating bills. This could lead to these homes deteriorating more quickly and will lead to them becoming harder to let, unlettable and left empty. This could reduce the Council's number of homes to let by up to 1,700 homes, leading to longer waiting times for people on the Housing Register.

The loss of rent from these homes, because they have become unlettable, would mean that there would be less money available to keep the Council's other homes maintained to the Decent Homes Standard.

The Council and the Customer Forum have both concluded that **“Staying as we are”** is **NOT** an option. The closest thing to **“Staying as we are”** is a **transfer of the housing to Gloucester City Homes**.

Where to get more information


There are a number of ways in which you can get more information:

- Contact the Council's Your Choice team on 0800 313 4255 or 01452 310456 or email yourchoice@gloucester.gov.uk
- Call TPAS, your independent tenants' advisor, on 0800 731 1619 or 0161 868 3500 or email gloucesterita@tpas.org.uk

Your right to comment

The Council is committed to carrying out an open and detailed consultation process with tenants, and you have a major role to play in the consultation.

The Council will consider any comments you make on the proposal. There is a card to help you make comments included in this document. **Please send your comments to reach the Council by midday on [REDACTED].**

SECTION 2	About Gloucester City Homes
	<p>Gloucester City Homes manages all the Council housing and is currently a not-for-profit, Arm's Length Organisation owned by Gloucester City Council. It was set up in 2005 and its ethos is "tenants are at the heart of what we do and drive our services".</p>

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<p>60 Second Summary</p> <ul style="list-style-type: none"> • If the transfer goes ahead Gloucester City Homes would become a registered provider of social housing- • This would only be possible if the majority of tenants who vote, vote in favour of the transfer to Gloucester City Homes. • Gloucester City Homes would take over the ownership of the Council's homes. It has managed the homes successfully for the last eight years. • The aim of Gloucester City Homes would be to provide and manage affordable, quality homes and services for tenants who need them. • Gloucester City Homes has achieved a 3-star excellent rating and would -want to maintain this ratingexcellent standards if transfer goes ahead.
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Gloucester City Homes provides excellent housing management services and works with tenants to develop, monitor and improve services. It achieved a 3-star excellent rating, (the highest possible rating from Government housing inspectors) in early 2011.

The inspectors said *"We are pleased to offer Gloucester City Homes as a model of excellence to other housing organisations and a benchmark of positive practice"*:

Gloucester City Homes currently delivers a range of services for tenants including:

- Repairs and maintenance services including 24/7 emergency repairs services.
- Anti-social behaviour services city-wide in partnership with the police and other agencies.
- 24/7 customer services contact centre, website, phone app and interactive GCHTV channel.
- Encouraging and supporting resident involvement in monitoring and reviewing service delivery to tenant- agreed standards and performance targets.
- Home safety inspections like gas safety checks and electrical checks to keep tenants safe.
- Tenancy and estate management support including tenancy management, lettings, empty homes management, communal area cleaning and estates services like garden maintenance, fly tipping clearance and keeping community areas clean and tidy.

- Supported housing services providing housing schemes and community wellbeing advice for older people, short-term homeless accommodation, community Lifelink alarm services and additional handy services.
- Rent collection, money advice, welfare advice and debt counselling support.
- Managing leasehold and shared ownership homes.
- Managing and delivering significant improvement programmes for tenants homes and communities, including adapting homes to make them more accessible and to support independent living.
- Building effective partnerships with other agencies to create opportunities for tenants and their families, such as apprenticeships, skills training and support with returning to work.

What has been achieved by Gloucester City Homes?

Gloucester City Homes has a strong track record of delivery over the last eight years which includes:

- Since 2006, **£66 million has been spent on more than 16,000 significant internal and external improvements** to your homes, such as kitchens, bathrooms, windows, roofs, insulation so as to ensure all your homes meet the Decent Homes Standard.
- Performance in all key areas such as repairs and re-letting empty homes has been improved so that Gloucester City Homes is now a top performing housing organisation compared with others. For example, **99% of repairs are delivered on time and the average time to re-let a home is now down to 14 days** (compared with 49 days in 2006), reducing rent loss by £172,000 a year.
- A **real say in the management of your homes** through a wide range of resident involvement opportunities, including five tenants sitting on the Board of Management.
- Tenants have **a real say in how services are delivered** through [the](#) Customer Forum; the Tenant Scrutiny Panel, and a range of active tenant groups at community level.
- A **nationally recognised Anti-Social Behaviour (ASB) service**, reducing ASB in communities through partnership working with the Police, City Council and County Council and other agencies.
- More than **£15.5million has been saved** since Gloucester City Homes [took over control of your services as the Council's ALMO](#)~~took control of your services~~ in 2005. For example, the cost of the repairs and maintenance service in 2005 was £3.1 million compared with £2.4 million in 2014. This money has been reinvested in better services. Gloucester City Homes has been recognised nationally for the way it compares its costs and performance with other landlords to help it to improve its efficiency and services.
- A **100 percent record on carrying out home safety checks** to help ensure your homes remain safe for you to live in.

- **Major investment in your communities** including improvements to security and fencing and providing and supporting numerous community events.
- **Providing employment and training opportunities including apprenticeships** for tenants and their families; and vulnerable residents.
- **Improving communal areas by improving cleaning services on your estates.**
- **Improving energy efficiency by** increasing home insulation and installing energy efficient heating systems.
- Significantly **improved rent and service charge collection**, with record lows for rent arrears in 2013/14.
- **Providing debt advice services**, which has reduced the level of evictions by 50 percent over the last two years.
- **Improving the environment for local communities** through the work of the estate services team.































Highly valued and trusted by tenants, Gloucester City Homes is recognised by independent experts as one of the best housing providers in the country. Awards include:

- A very highly scored **Customer Service Excellence** award from the Government.
- Being recognised by the **Sunday Times** as one of the **Top 100 not-for-profit companies** in the country.
- Meeting the **British Standards Institute ISO 9001** standard for quality assurance and performance management.
- Being awarded the prestigious **Investors in People Gold Award** for people and performance management.
- Holding **The Gloucester Citizen's "Believe in Gloucester Award"** for excellent service.
- Being awarded **5 level A ratings** for its supporting people services by Gloucestershire County Council.
- Winning a **Social Landlords Crime and Nuisance Group Award** for its "Project Solace" – which is a nationally recognised Anti - Social Behaviour service.

A comparison of performance between 2006 and 2014

Gloucester City Homes - Performance Comparison

2006 and 2014

Indicator	Target 2005/6	Achieved 2005/6	Performance against Target	Target 2013/14	Achieved 2013/14	Performance against Target
Your Home and Safety						
% of properties meeting the decent homes standard	100%	29%		100%	100%	
% of emergency repairs completed in target	100%	82%		100%	100%	
% of urgent repairs completed in target	96%	93%		99.50%	99.32%	
% of routine repairs completed in target	96%	94%		99.00%	99.01%	
% of tenants who think that overall the repairs service is excellent or good	85%	83.80%		95%	96.80%	
Time taken to repair and re-let empty homes	23 days	48.7 days		15 days	14 days	
Number of homes with a valid gas safety certificate	99.80%	99.60%		100%	100%	
Your Customer Services						
% of tenants who think that overall the customer service is excellent or good	70%	63.80%		95%	100%	
Complaints answered within target	100%	87.84%		100%	100%	
Calls to the Customer Services team answered in target	95%	94.5%		95%	97.27%	
% of tenants we hold diversity information for, so that we can tailor services to suit individual needs	Data not collected			94%	93.40%	
Tenancies ending within 6 months of the start date	No target	9.80%		2.00%	1.62%	
% of customers satisfied with the ASB service	No target	56%		95%	100%	
Supporting your Independent Living						
Time taken to install a major medical adaptation like a walk-in shower or stair lift	No target	17 months		70 days	33 days	
Time taken to install a minor medical adaptation like a grab	No target	13 months		35 days	10 days	

Indicator	Target 2005/6	Achieved 2005/6	Performance against Target	Target 2013/14	Achieved 2013/14	Performance against Target
rail or ramp						



Performance achieving target or above.



Performance within tolerance of target



Performance below target with action plan in place to improve.

What will happen if transfer goes ahead?

If the transfer goes ahead, Gloucester City Homes would become an independent housing organisation which would take over ownership of all the ~~City~~ Council owned homes.

Gloucester City Homes would be:

- Based in ~~the heart of~~ Gloucester.
- An independent registered provider, registered with the Homes & Communities Agency, which regulates all registered providers in England and helps to fund the purchase and building of new homes.
- Run as a not-for-profit, non-dividend paying, charitable organisation, with any surplus being reinvested in improving homes and services for tenants.
- Run by a Board made up of a third tenants, a third Council nominees and a third independent people with essential skills and experience.
- Locally accountable through the Board.
- Able to provide the same excellent services, with the same staff as now.
- Continuing to work for the best interests of tenants and the wider community.
- Increasing the opportunities for tenants to be involved in the management of their homes and services.
- Able to borrow (and repay) money to keep all homes up to the Decent Homes Standard, and carry out structural and external insulation work to non-traditionally built homes.
- Subject to the requirement to ~~keep set~~ rents ~~affordable within using~~ the [Rent Standard - the](#) Government guidelines for setting and increasing social rents.
- Able to regenerate communities.
- Able to build new homes.

- Able to provide a range of training and employment opportunities for tenants, families and vulnerable people.

The aim of Gloucester City Homes, and all of its work, would be to provide and manage affordable, quality homes and services for people who need them. Its focus would continue to be:

“Tenants are at the heart of what Gloucester City Homes do and drive our services”.

Where would Gloucester City Homes get the money from to pay for improvements to the housing service?

If tenants vote ~~in favour~~ **“YES” to** transfer, Gloucester City Homes would become an independent registered provider of social housing. It would take over the ownership of the Council’s 4,800 homes.

As a registered ~~not for profit organisation~~ **provider of social housing** and a charity, it would use all the money it has available to invest in your homes, communities and services.

Gloucester City Homes would be able to borrow money from, for example, high street banks and building societies to buy the homes from the Council and, when necessary, to pay for major repairs and improvements.

Its business plan is based on being able to pay back these loans from rents, whilst ensuring your homes are well managed and maintained to the Decent Homes Standard.

In the **first 10 years** after transfer, Gloucester City Homes ~~plans to~~ **would** invest ~~about what the independent surveys say is required~~ **£120 million** to improve your homes and neighbourhoods. ~~The surveys put the current requirement at around £120 million.~~ This is about £34 million more than is currently expected to be available if you remain with the Council. Investing in new technology to be more efficient in future and repairing and improving homes at the right time to keep them lettable, means that Gloucester City Homes could afford to deliver even more than the £22 million that the Council would have to save over the next 10 years.

Over the **next 30 years**, Gloucester City Homes would expect to spend ~~about~~ **around** £292 million on repairing and improving your homes and neighbourhoods, ~~based on current survey requirements.~~ This is about £107 million more than is currently expected to be available if you remain with the Council.

Gloucester City Homes’ business plan would be continually monitored by its Board and regularly checked by both the independent financial advisors and the social housing regulator, the Homes & Communities Agency.

Before the transfer could take place, the business plan would be very carefully examined by the Homes & Communities Agency and by the lenders that provide funding, to make sure it is financially sound and Gloucester City Homes is capable of repaying the loans within 30 years.

How would the promises set out in this document be kept?

This offer document sets out promises that the Council will make to tenants about services Gloucester City Homes would deliver if a transfer takes place. The Homes & Communities Agency have also approved the statements made in this document.

Before the transfer takes place Gloucester City Homes would be required to enter into a legally-binding contract with the Council. This offer document and the promises within it would form part of the [legal agreement contract](#) and the Council would monitor the promises to help ensure they are delivered.

The [agreement contract between the Council and Gloucester City Homes](#) ~~must~~ would have to be approved by the Secretary of State for Communities and Local Government before the ownership of the Council's homes can be transferred to Gloucester City Homes.

The Homes & Communities Agency would monitor Gloucester City Homes' performance, which would help ensure the delivery of the promises made in this document.

It is important that you keep this document in a safe place for future reference

What would be the Council's role after transfer?

If transfer goes ahead, the Council would no longer be your landlord, but it would still have a role to play as the strategic housing authority. Gloucester City Homes would also have quarterly meetings with Council officers at which any problems or difficulties could be discussed and resolved, and plans made for improvements in future. The Council would work closely with Gloucester City Homes to help make sure the promises set out in this offer document are monitored and kept.


Five Council nominees would sit on the [Gloucester City Homes' Board](#), alongside tenants and independent experts, to help make sure Gloucester City Homes operates effectively. The Council would have a legally binding agreement with Gloucester City Homes, which would be monitored through regular meetings. Any problems or difficulties would be discussed and resolved, as well as developing improvement plans for the future.

Gloucester City Homes is committed to helping communities regenerate and sustain themselves, by working with the Council to strengthen the City's economy and develop successful communities. If transfer goes ahead, Gloucester City Homes strong collaborative partnership with the Council would help support a vibrant, successful city.

What role would Councillors have?

If the transfer goes ahead, you would still be able to ask Councillors to act on your behalf if you have problems with your housing, just as you can now.

Councillors can also raise issues of concern with [Gloucester City Homes and with the social housing regulator](#) - the Homes & Communities Agency.

SECTION 3	Gloucester City Homes - Eight promises for maintaining and transforming your homes and communities
	If transfer is approved, Gloucester City Homes would carry out the following eight promises .
<p>60 Second Summary</p> <ul style="list-style-type: none"> • If transfer goes ahead, Gloucester City Homes would look to deliver the following eight promises: <ol style="list-style-type: none"> 1. Repairing and maintaining your homes 2. Improving your homes and neighbourhoods 3. Delivering excellent housing services by putting customers first 4. Involving and empowering tenants 5. Supporting independent living for older and vulnerable residents 6. Delivering value for money services, ensuring every penny counts 7. Building more affordable homes 8. Investing in and you and your community 	

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The following sections set out these eight promises in more detail.

Promise 1 Repairing and maintaining your homes

Gloucester City Homes would provide a high quality repairs and maintenance service which is easily accessible 24 hours a day, 365 days of the year delivered by the team you know and trust.

Promise 2 Improving your homes and neighbourhoods

Gloucester City Homes would continue to work hard to make sure your homes are maintained to the Decent Homes Standard, and work with you to improve your neighbourhood. Through full consultation with a wide range of tenants, Gloucester City Homes would ensure that ~~you~~ tenants can have a say in the decisions on which improvements are needed and what needs to be done first.

Promise 3 Deliver excellent housing services by putting customers first.

Gloucester City Homes would provide excellent housing services by listening to tenants and tailoring services to meet their needs.

Promise 4 Involving and empowering tenants

Gloucester City Homes would provide a wide range of support, training and development opportunities which would allow ~~you~~ tenants to carry on influencing the way ~~your~~ services are provided and monitored. Gloucester City Homes would make sure that you have the ability to engage and influence at a local level, making communities greater places for everyone to live and work together.

Promise 5 Supporting independent living for older and vulnerable residents

Gloucester City Homes would provide services which meet the needs of older and vulnerable tenants and residents in communities; provide targeted help and support to

maintain independence and ensure [that tenants have](#) a real say in the way ~~your~~ services are developed and delivered.

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Promise 6 Delivering value for money services, ensuring every penny counts

Gloucester City Homes would improve services by challenging everything it does, comparing itself with other top performing housing providers and being innovative in the way it delivers services.

Promise 7 Building more affordable homes

Gloucester City Homes would be committed to providing more affordable homes to meet the housing needs of current waiting list applicants and future generations. Gloucester City Homes will be able to build more affordable homes, in addition to those currently being built by other registered housing providers in the City.

Promise 8 Investing in you and your community

Gloucester City Homes would provide opportunities for tenants to access training and jobs through apprenticeships, volunteering and creating opportunities for developing skills and employment. This could be either directly within Gloucester City Homes or through links with contractors and partners. Gloucester City Homes will also work with communities to develop local community plans.

Gloucester City Homes' promises and how they would be monitored


[Every promise is outlined in detail in the next sections of this offer document. They would be monitored through:](#)

~~Every promise is outlined in detail below and would be monitored through:~~

- An annual report to all tenants on how well Gloucester City Homes is doing in meeting targets for key areas of work.
- The Gloucester City Homes Board, which would also regularly review service standards and performance, in consultation with tenants, leaseholders and other stakeholders through accountability channels like the current Customer Forum and Tenant Scrutiny Panel.
- The ~~City~~ Council, which, in addition to the quarterly progress meetings with ~~Council officers~~[Gloucester City Homes](#), would receive an annual monitoring report on Gloucester City Homes' progress.
- [Gloucester City Homes](#) will be required to meet the Homes & Communities Agency's value for money regulatory standard.

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PROMISE 1	Repairing and maintaining your homes
	<p><i>Gloucester City Homes would provide a high quality repairs and maintenance service which is easily accessible 24 hours a day, 365 days of the year, delivered by the team you know and trust.</i></p>

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60 Second Summary

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- Gloucester City Homes would provide a high quality repairs and maintenance service which is easily accessible 24 hours a day, 365 days a year, delivered by the team you know and trust.
- Gloucester City Homes would give you a range of ways to report your repairs.
- Morning and afternoon appointments would be available during the normal working week and evening and Saturday appointments on request.
- The repairs workforce would be trained so that at least 80 per cent are multi-skilled.
- Performance would be monitored to ensure repairs are completed 'right first time'.
- If transfer does not go ahead, you are likely to have to wait longer for repairs to be completed.

If transfer goes ahead Gloucester City Homes would work hard to make sure that after the transfer all repairs to your homes and neighbourhoods would be delivered to at least the current standard.

Maintaining a strong repairs service

Gloucester City Homes recognises the need to continue to invest in maintaining and improving your repairs service. One of the reasons the transfer is being proposed is to make sure that there is enough money available to meet the demand for repairs.

After transfer, Gloucester City Homes would continue to:

- Provide a repairs and maintenance service to the same high standards that tenants currently receive. 96 percent of tenants currently tell Gloucester City Homes they receive an excellent or good repairs and maintenance service.

As at the end of March 2014, Gloucester City Homes' performance was as follows:

Type of Repair	Target at March 2014	Performance at March 2014	Performance at March 2006
Emergency Repair	100%	100%	82%
Urgent Repair	99.5%	99.3%	93%
Routine Repairs	99%	99.05%	94%
Tenant Satisfaction	95%	96.8%	83.8%

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- Maintain and improve, where possible, [current](#) service standards, which are as follows:

- **Emergency.** Gloucester City Homes aims to respond within two hours and make the situation safe within four hours for repairs that:
 - Remove immediate danger to people,
 - Avoid flooding or major damage to the property,
 - Make the property secure, or
 - Restore total loss of heating in winter.

If any follow-up work is required Gloucester City Homes would let you know when this will be completed.

- You can call Gloucester City Homes about emergencies at any time of day or night. If it is not a genuine emergency you may be charged a call-out fee. **Urgent.** Gloucester City Homes would complete the repair within 5 working days (by appointment) for work to:
 - Restore full or partial failure of sanitation,
 - Water or electrical supply, or heating systems, and
 - Any other urgent work to prevent immediate damage to the property,
 - Overcome serious inconvenience to the tenant, or
 - Where there is a possible health, safety or security risk.

- **Routine.** Gloucester City Homes would complete within 20 working days (by appointment) for work where:
 - The fault or failure does not cause immediate inconvenience, or present a danger to occupants or the public,
 - It cannot wait for a planned programme of work.

- Provide a range of ways to report your repair including:
 - Phoning Customer Services during office hours.
 - Phoning the emergency repairs service outside office hours.
 - Reporting repairs through your community scheme manager in sheltered schemes.
 - Writing to Gloucester City Homes-
 - Calling into Gloucester City Homes' office.
 - Reporting a repair on-line on the Gloucester City Homes web-site.
 - Reporting a repair through GCHTV or Gloucester City Homes' App.

- Provide morning or afternoon appointments during the normal working week and evening and Saturday appointments on request.

- Re-let empty homes within an average 14 days (compared to 49 days in 2006).

- Train the repairs workforce to ensure that at least 80_percent are multi-skilled. [for example e.g.](#) one repairs operative can complete plumbing, electric and tiling repairs to a bathroom.

- Keep tenants updated about which services are provided by partners and know how to contact them.
- Respond promptly to tenant enquiries on progress with repair issues and keep you up to date as appropriate.
- Monitor repairs performance and in particular that repairs are completed 'right first time' to ensure better quality and value for money.
- Provide appointment reminders sent by text, telephone or voicemail to tenants the day before and again when the operative is on their way to your home.

What would Gloucester City Homes improve if transfer goes ahead?

If the transfer goes ahead, Gloucester City Homes would improve the repairs service in the following ways:

- Access to reporting a repair through an easier-to-use self service website.
- Opportunity for tenants to provide feedback on line immediately after a repair has been completed.

Who would actually complete your repair and how would it be supervised?

After transfer, Gloucester City Homes will continue to:

- Provide a repair service where all work not carried out by its own staff, is done by a competent contractor and supervised by both the contractor's management and by Gloucester City Homes' own staff or specialist advisors.
- Require all contractors to keep to Gloucester City Homes' high performance standards and would take action against any contractor if it performed below the standards set.

Checking the quality of the repairs carried out

After transfer, Gloucester City Homes would continue to:

- Carry out regular satisfaction surveys to find out what you think about repairs you have received. Tenant Inspectors would also visit properties to make sure the work has been carried out well, alongside specialist staff from Gloucester City Homes.
- Give you the chance to say how well the repairs service is working, Gloucester City Homes will be able to check and improve the service and deal with individual complaints.

What would happen if the transfer doesn't go ahead?

Due to the Council's expected lack of resources, it is likely that tenants would have to wait longer for repairs to be completed.

Also, due to the expected lack of investment, more day to day repairs would be needed. These are usually more expensive than planned repairs and improvements and would mean that there is less money available to invest in homes when it's needed.

The result is that the Council would not be able to [pay for Gloucester City Homes to maintain services at their current high quality or improve the services to the levels mentioned above.](#)

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PROMISE 2

Improving your homes and neighbourhoods



Gloucester City Homes would work hard to make sure your homes are maintained to the Decent Homes Standard, and work with you to improve your neighbourhood. Through full consultation with a wide range of tenants, Gloucester City Homes would ensure that you-tenants can have a say in the decisions on which improvements are needed and what needs to be done first.

60 Second Summary

- Gloucester City Homes would work hard to make sure your homes are maintained to the Decent Homes Standard.
- Gloucester City Homes would work with you to improve your neighbourhood.
- Through full consultation with a wide range of tenants, Gloucester City Homes would ensure that you-tenants can have a say in the decisions on which improvements are needed and what needs to be done first.
- Gloucester City Homes ~~plans to~~ spend what the independent surveys say is required. The surveys put the current requirement at around £120 million in the first 10 years after transfer.
- Over the next 30 years, Gloucester City Homes ~~expects to~~ invest around £292 million based on the current requirements of the independent surveys – about £107 million more than the Council ~~is expected to~~ be able to invest over that period.
- If transfer goes ahead, money would be spent on:
 - Structural improvements to your-the homes
 - Improving external areas of your-the homes
 - Providing improved heating and insulation upgrades to improve the energy efficiency of your-the homes
 - Improving electrical standards in your-the homes
 - Installing new or upgraded kitchens and bathrooms in your-the homes
 - Accessibility upgrades to your homes to meet your needs
 - Improving your environment and the community
- If transfer does not go ahead, the Council does not expect to have the money to carry out the required investment to your-the homes when it is needed.

If transfer goes ahead Gloucester City Homes would work hard to make sure that after the transfer all improvements to your homes and neighbourhoods would be delivered to the same standard, or higher than at present.

Gloucester City Homes has been very successful in improving homes as an arm's length management organisation. Over the past eight years, the ~~City~~ Council, has invested more than £66 million to allow Gloucester City Homes to carry out more than 16,000 major repairs and improvements to more than 4,000 Council houses.

As a result, all of the Council's housing reached the Government's Decent Homes Standard by March 2012. Having reached the standard required, continuous investment is needed to make sure your homes stay decent. Since 2012 the necessary repairs and improvements have been made to ensure all homes have remained decent using income from rents and borrowing up to the Council's limit.

From April 2015, the amount of investment needed to ~~maintain decency~~[keep homes decent](#) is higher than the money the Council expects to have available.

Your priorities

Tenants have told Gloucester City Homes that making homes secure and modern, and your neighbourhoods a nice place to live, should be key priorities.

Your homes need investment at different points in their life, depending on when roofs, kitchens ~~and~~, central heating systems ~~etc~~[for example](#), were first installed and when they are expected to need replacement.

In addition, non-traditionally built homes, which account for a third of Gloucester's council housing, were often built with concrete and steel which deteriorate more quickly than homes built using traditional bricks and mortar. Many will be in need of repair or replacement imminently and will require extra money spent on them over the next 10 years.

How much needs to be spent on your homes?

The Council wants Gloucester City Homes to be able to continue to invest effectively in ~~your~~[the](#) homes and that is why it is proposing the transfer.

The transfer would mean that in the first 10 years after transfer, Gloucester City Homes could invest around £120 million [based on the current requirements of the independent surveys](#) to help improve homes to the Decent Homes Standard.

This ~~amounts to~~[about](#) £34 million more than it is estimated would be available if you remained with the Council.

Over the next 30 years, the transfer would mean a planned investment of around £292 million [based on current requirements](#), [about](#) £107 million more than the Council is expected to be able to invest over that period. This would go towards continual maintenance and improvement of homes and neighbourhoods.

How would the investment be spent?

After transfer, Gloucester City Homes would be able to:

Invest in the level of major repairs and improvements ~~your~~[the](#) homes need, which would start in the summer of 2015. As has happened previously, future improvement programmes would be agreed through full consultation with tenants and then agreed by Gloucester City Homes' Board. This would include:

❖ Structural improvements to your homes

The single biggest area of concern to the Council is the continued investment that is required over the next few years in the non-traditionally built homes which make up a third of the entire Council housing stock. Surveys from independent structural engineers have confirmed that the Council's homes built in this way are at risk of becoming non-decent as a result of deterioration of the external walls of the properties. This has already started to happen.

It has been identified that if investment in these homes to address the structural problems is not made within the next 5 years, then within 10 years many of these homes will become unfit to be let. This will result in a loss of rental income which will affect the money available to maintain the rest of the homes. Other homes in these areas may become less desirable to live in as properties stand empty.

Gloucester City Homes would work with specialist contractors to improve the structure and appearance of your homes to ensure that they are fit to live in. This work would also improve the external appearance of the properties, but most importantly the energy efficiency of the homes which would provide savings on fuel bills.

❖ **Improving external areas of your homes**

Gloucester City Homes has undertaken an extensive programme of **internal** improvements to your homes since 2007 in order to achieve the Decent Homes Standard. However more work is needed especially on **external** elements. In addition to the structural problems of the non-traditional stock, the areas that are most in need of investment for all properties include:

- The installation (where required) of "A-rated" uPVC windows and doors as standard.
- Providing new roofs and associated rain water goods (gutters, downpipes and fascia boards) where required.
- Improved front and rear doors for better security ~~would continue to be installed~~ where necessary as part of the door replacement programme. This means that doors in need of renewal would be replaced with more modern secure doors, offering a multi-locking system which overall require less maintenance than existing wood doors and are also more energy efficient.

With all of this investment in external improvements, Gloucester City Homes aim to ensure that all homes would be:

- Warm and weather tight.
- More energy and fuel efficient (reducing tenants' fuel bills).

❖ **Providing improved heating and insulation upgrades to improve the energy efficiency of your homes**

If transfer goes ahead, Gloucester City Homes expects to be able to provide new energy efficient heating systems and insulation to properties at the right time as they are needed. This would include:

- Assessing and implementing the measures required to achieve the national energy efficient property rating Band C as an average.

- Investigating new energy efficient products and services. For example, bio-mass boilers, air source heat pumps and solar thermal systems.
- Securing external grant funding to support energy efficiency programmes.
- Reviewing simple measures like radiator reflectors and tenant education programmes.
- Improving the insulation of communal areas.
- Targeting the removal of older and less efficient heating systems and replacing them with new “A-rated” energy efficient heating.
- Continuing to work with local agencies to tackle and reduce fuel poverty in Gloucester.

These improvements would increase energy efficiency to reduce heating costs and reduce fuel poverty.

❖ **Improving electrical standards in your homes**

Gloucester City Homes would be able to undertake a programme of electrical re-wires and upgrades at the right time. Money would be available for new modern wiring that meets current day standards with more appropriately placed sockets and light switches to improve health and safety as well as make your home a more attractive and accessible place to live.

❖ **Installing new or upgraded kitchens and bathrooms in your homes**

Gloucester City Homes would be able to upgrade and install new kitchens approximately every 20 years and bathrooms approximately every 30 years, when required.

Tenants would be involved in the design and layout of their kitchen and bathroom which would reflect their individual needs and preferences, where practicable. This would include offering tenants wall tiling, slip resistant floor covering and decoration (for the room being updated) as part of the improvements.

For tenants with health or mobility problems, walk-in showers or wet rooms could be considered subject to an assessment of the tenants’ needs, the cost and the practicality of installation.

❖ **Accessibility upgrades to your homes to meet your needs**

Gloucester City Homes would be able to improve the accessibility of homes to meet individual tenants’ needs and wherever possible to make homes generally more accessible for people of all ages and abilities. (Please see Promise 5)

All works would be completed in accordance with the needs of individual tenants and, where Gloucester City Homes is unable to meet these needs, they would liaise with other partners and organisations who can provide help.

❖ **Improving your environment and the community**

Gloucester City Homes would be able to continue to invest in environmental improvements and in the first 10 years following the proposed transfer the work would include improvements to:

- Paths

- Fencing
- Gates
- Ramps
- Handrails
- Driveways

The work could include community improvements in consultation with local tenants such as:

- Parking areas
- Mobility scooter stores with appropriate battery charging facilities
- Fencing
- Community gardens
- Pathway improvements
- Lighting improvements

What happens if I have already had the work done to my home?

Even if you have ~~received already had~~ work done to your home in recent years, ~~they it~~ will still require regular investment over the next 30 years to replace or upgrade items in ~~your~~ the home when they have reached the end of their useful life. These are items such as your, for example, central heating boilers, which may need replacing every 15 years or so. There would also be money to carry out major repairs such as re-roofing when it is needed.

The aim of the investment programme is to ensure that any improvements that ~~Gloucester City Homes has have already been~~ completed would be maintained to at least the Decent Homes Standard. This would mean that Gloucester City Homes would be able to maintain and improve your home for future generations, with a view to ensuring that homes continue to be safe, in a good state of repair, have modern facilities, efficient heating and effective insulation.

After transfer, Gloucester City Homes would continue to:

Provide the following improvements (where needed or appropriate) to your homes based on the timescales below:

- Boilers about every 15 years
- Smoke detectors about every 15 years
- Flat roofs about every 15 to 20 years
- Kitchens about every 20 years
- Front doors about every 30 years
- Bathrooms about every 30 years

~~So~~ Even if you have had work done to your home recently, transfer would mean Gloucester City Homes could continue to keep your home to that standard or improve it, as and when it requires work to prevent it falling into disrepair.

Who would do my improvements and how would they be managed?

After transfer, Gloucester City Homes would be able to:

- Require contractors who deliver the major repair and improvement programme to have the relevant experience, have a great reputation and provide good value for money. They must have an excellent record of doing similar work. They would continue to follow the high standards of conduct in your home previously agreed by tenants with Gloucester City Homes, and they would have specialist staff you can talk to about the work.
- Plan investment based on existing and future housing condition surveys, as well as priorities identified through consultation with tenants, residents and other stakeholders.
- Employ dedicated teams to manage, prepare and supervise the work in full consultation with you. Checks would be made to make sure the work is completed properly and feedback on satisfaction with the work would be sought from every tenant when it is completed.

Would I still have the right to do my own improvements?

If the transfer goes ahead, you would still be able to improve your home, with the appropriate written permission from Gloucester City Homes as well as any other consent you may need, such as Planning or Building Regulation approval from the Council.


If you improved your home ([with approval](#)) and moved home afterwards, you may be entitled to some compensation. You must leave the improvements intact to get the compensation.

You may have already made some of the improvements planned. As long as the work has been done safely and to current standards and, with the appropriate permissions, you could ask Gloucester City Homes to leave the work untouched. So, if you have, for example, fitted your own kitchen you would be able to keep this.

What would happen if the transfer doesn't go ahead?

It is very important that all Council tenants understand that if the majority of voting tenants vote NO to the transfer, the City Council **does NOT expect to have the money to carry out the required investment to your homes when it is needed.** ~~and even~~ [Even if the Council made significant cuts to current services there would still not be enough money to meet the investments necessary to meet the Decent Homes Standard.](#)

Under current financial rules the Council would not have enough money to keep all of the homes fit to live in. The non-traditionally built homes need investment within the next five years to prevent this happening. The Council cannot afford to do all of the work needed from April 2015 and homes could become unlettable. Without the rent income from these homes, the Council would have even less money and more homes would become non-decent and there would not be enough money to improve those homes. You would have to wait longer for repairs and improvements to your home. As more homes become unlettable, there is even less money to keep homes decent – and so on.

PROMISE 3	Delivering excellent housing services by putting customers first.
	<i>Gloucester City Homes would provide excellent housing services by listening to tenants and tailoring services to meet their needs.</i>

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- 60 Second Summary**
- Gloucester City Homes would provide excellent services by listening to tenants and tailoring services to meet their needs by:
 - Providing up-to-date and easy access to services
 - Providing services to meet tenants' needs
 - Providing high quality housing services
 - Providing effective and responsive anti-social behaviour services
 - Providing safer neighbourhood services
 - Helping to make sure gardens are tidy and provide quality estate services
 - Managing lettings, transfers and exchanges
 - Responding to complaints if things go wrong
 - If transfer does not go ahead, there is likely to be less money and the Council could not guarantee to continue the current levels of housing management service.

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Gloucester City Homes has been independently recognised as one of the best housing providers in the country. Since 2005, Gloucester City Homes has been delivering housing services, which are highly valued by tenants, with 100% telling Gloucester City Homes that they provide an excellent or good customer service.

Gloucester City Homes has delivered services to the standards agreed with tenants by listening and making sure that Gloucester City Homes keeps improving what they do. If transfer goes ahead, Gloucester City Homes will work to ensure that all housing management services will continue to be delivered to at least the same high quality standards that you value and better where possible.

Providing up to date and easy to access services

After transfer, Gloucester City Homes would continue to:

- Provide modern, accessible services to tenants and the wider community.
- You would still be able to contact Gloucester City Homes in the usual ways such as:
 - Visiting the offices during working hours.
 - Phoning the office during office opening hours.
 - Phoning the emergency service outside office hours.
 - Writing or emailing.

- Making appointments for staff to visit you in your home, at the office, or somewhere convenient for you.
- Making a comment, suggestion or complaint.
- Accessing a range of services online through the Gloucester City Homes website, Twitter, Facebook, GCHTV and the Gloucester mobile phone App.

What would Gloucester City Homes improve if transfer goes ahead?

- Support tenants to access services through the modern technologies available and make it available through a range of access points.
- Equip staff with the technology to provide accessible services on your doorstep and in the community.
- Improve access to the reception services by improving computer facilities to enable tenants to make claims and access a range of information.
- Improve IT services to enable customers to order more services on-line.

Providing services to meet tenants' needs

After transfer, Gloucester City Homes would continue to:

- Ensure that everyone has access to services and is treated fairly.
- Hold essential information on tenants' communication preferences, disabilities and financial situation, so that they can improve services to meet individual needs.

For example, if you have a hearing impairment or a mobility problem, staff or contractors visiting you will know whether to knock loudly or wait patiently until you can get to the door.

If you are receiving welfare benefits and are likely to be affected by welfare reform changes, Gloucester City Homes will be able to help you to understand them and adjust to the changes.

Providing high quality housing services

Gloucester City Homes has a dedicated team of housing officers who let homes and manage neighbourhoods to help ensure they are places where people want to live.

After transfer, Gloucester City Homes would continue to:

- Employ staff responsible for tenancy management and maintaining the homes and neighbourhoods to a high standard.
- Offer support through a range of services such as money and debt advice, benefits advice and a range of free workshops and courses on things such as basic budgeting, cooking on a budget, basic IT and access to the internet.

What would Gloucester City Homes improve if transfer goes ahead?

- Develop a five year community plan with each local community ensuring that you can influence and have a say in the services Gloucester City Homes provide and the improvements Gloucester City Homes make.

- Improve existing partnerships and develop new ones to provide a wider range of services and opportunities for tenants and their communities.

Providing effective and responsive Anti-Social Behaviour services

Gloucester City Homes acts quickly and firmly when Anti-Social Behaviour (ASB) is reported through its specialist ASB Team. The team focus on preventing the causes of Anti-Social Behaviour and providing long term solutions to improve the quality of life for tenants within neighbourhoods.

Gloucester City Homes also provides an Anti-Social Behaviour service for residents including tenants of other landlords and home owners, through **Project Solace**, which is a multi-agency team of police and council staff managed by Gloucester City Homes' ASB Team.

After transfer, Gloucester City Homes would continue to:

- Provide support to all tenants and residents who suffer Anti-Social Behaviour.
- Work closely with other registered housing providers and partners to exchange information, maintain good practice and tackle ASB.
- Deliver a dedicated neighbour nuisance and mediation service.
- Tackle youth nuisance, working with all appropriate agencies to provide more positive engagement with younger people.
- Have a zero tolerance policy on all forms of abuse and hate crime.
- Provide a 24 hour reporting and response service to tackle anti-social behaviour.
- Work with partners to deliver Government initiatives like the “troubled families programme”.
- Develop multi-agency partnership approaches to managing ASB, hate crimes and domestic abuse as well as supporting education, support and diversionary tactics to manage ASB and more serious criminal related activities in the City.

Providing safer neighbourhood services

Gloucester City Homes has significantly invested in door entry schemes, security lighting and CCTV systems to help make tenants in neighbourhoods, in flats, and in homeless and sheltered housing, feel more secure.

Gloucester City Homes has recently launched a Social Enterprise called “Handylink” that supports tenants and residents by making minor home improvements to make sure they feel safe in their homes and enhance their home environment.

After transfer, Gloucester City Homes would continue to:

- Expand the number of mobile CCTV cameras.
- Support the provision of a multi-agency ASB van to respond to ASB issues within communities.
- Work with you and partners to identify improvements that will make communities as safe as possible.
- Make Community Improvement funding available to improve lighting.
- Modernise door entry systems.

What would Gloucester City Homes improve if transfer goes ahead?

- Offer crime prevention advice and solutions.
- Offer a range of minor additional security improvements at affordable prices.

Making sure gardens are tidy and providing quality estate services

Gloucester City Homes works with tenants whose gardens are overgrown and to address any issues which affect the environment of the community.

Gloucester City Homes' Estate Services Team help to maintain communal areas, remove fly tipping, bulky items and graffiti, and ensure that identified repairs are carried out as soon as possible.

They also report vandalism, abandoned cars and animal fouling to relevant partner agencies.

After transfer, Gloucester City Homes would continue to:

- Ensure that neighbourhoods are maintained in line with its service standards.
- Assist disabled and vulnerable tenants with garden work.
- Hold an Annual Garden Competition to reward tenants who make an extra special effort to maintain their gardens.
- Support Tenant Groups in delivering Community Pride Days.
- Provide a high quality estate management service.
- Work with block and street representatives to ensure they are actively involved in monitoring neighbourhood standards.

What would Gloucester City Homes improve if transfer goes ahead?

- Work with tenants to develop a Gloucester Neighbourhood Standard across all communities with the aim of improving neighbourhoods for everyone.
- Develop strong local partnerships to improve general recycling and the recycling of white goods.
- Improve actions to identify fly tippers and enforce legal action where necessary.

Managing letting, transfers and exchanges (swaps)

Gloucester City Homes is a member of the "Gloucestershire Homeseeker" choice-based lettings scheme which provides an accessible and transparent way of looking for a new home from a number of housing providers across Gloucestershire.

The number of families and single people seeking to move to more suitable homes in Gloucester is currently just over 4,300. In addition the recent introduction of one of the Government's welfare reform changes -(the spare room subsidy) means that some tenants now want to [move to a smaller home](#) ~~downsize~~ but cannot because there are not enough suitable smaller homes available.

To help resolve this problem, Gloucester City Homes is actively promoting home swaps between the [City Council's](#) homes and those of other social landlords. Gloucester City Homes also offers an incentive to move package to assist tenants who wish to move to a smaller home and can release a larger home for re-letting.

After transfer, Gloucester City Homes would continue to:

- Make sure that all housing applicants can apply for housing in the same way as they do now.
- Ensure that lettings are fair and transparent by providing choice for housing applicants and prioritising homes for those in greatest need.
- Help tenants to seek a move, as their needs change.
- Offer some priority to those with a strong connection with the area they want to live in, helping to build the local community.
- Promote the letting of homes to new tenants who can successfully manage a tenancy and offer support to those who may struggle.
- Help prevent anti-social behaviour problems by refusing applicants with a [prolific](#) history of anti-social behaviour.
- Ensure tenants retain the right to exchange their home with other tenants, including tenants of other registered housing providers, in the same way as they currently do.
- Ensure that new tenants have the support and advice they need so that they can enjoy a successful tenancy with Gloucester City Homes.

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What would Gloucester City Homes improve if transfer goes ahead?

- Provide a range of housing options advice from Gloucester City Homes' offices or in the comfort of your own home.
- Proactively match tenants who would benefit from swapping homes, to ensure that their needs are met and Gloucester City Homes make best use of the available housing.
- Build new homes with a view to increasing the range of affordable housing. This would help existing tenants and applicants to move into new homes and in later years to swap to more suitable homes.
- After the first four years, through future regeneration Gloucester City Homes plans to provide [where possible](#) a wider range of tenures and additional homes, giving tenants and applicants a wider choice of housing.
- In consultation with tenants, and if required, introduce a range of local lettings plans and policies to help resolve local issues in particular areas.
- Carry out appropriate checks on potential new tenants.

Home ownership including the right to buy and the right to acquire services

Gloucester City Homes already provides specialist advice to meet the needs of those tenants wishing to exercise their right to buy, to leaseholders who have bought a flat and to shared owners who have part-bought and part rent their homes.

After transfer, Gloucester City Homes would continue to:

- Offer the Preserved Right to Buy to existing tenants [who have the Right to Buy now](#), and the Right to Acquire to existing and new tenants [who are eligible after transfer](#).

What would Gloucester City Homes improve if transfer goes ahead?

- Work to extend the range of home ownership options on offer.

Responding to complaints if things go wrong


Gloucester City Homes makes sure that it responds to all complaints within five working days.

After transfer, Gloucester City Homes would continue to:

- Offer an easy-to-use complaints system.
- Make tenants aware that they can continue to contact one of their local Councillors or MP, if they are still dissatisfied.
- Make tenants aware that after going through the Gloucester City Homes complaints procedure, and if they are still dissatisfied, they can take their complaint to their Councillor, MP and the Independent Housing Ombudsman.

What would happen if the transfer doesn't go ahead?

- There is likely to be significantly less money available and unless its financial position changes, the Council would not be able to guarantee the current levels of service in housing management.
- There would be less money available for CCTV and other security measures.
- There would be less money available to help resident groups identify improvements that make tenants feel safer in their homes.
- There would be less money available to build on Gloucester City Homes' range of housing options advice [services](#) including debt management.

PROMISE 4	Involving, engaging and empowering tenants
	<p>Gloucester City Homes would provide a wide range of support, training and development opportunities which would allow you <u>you tenants</u> to carry on influencing the way your services are provided and monitored, and would make sure that you have the ability to engage and influence at a local level making our communities greater places for everyone to live and work together.</p>

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- 60 Second Summary**
- Gloucester City Homes would:
 - Provide a wide range of support, training and development opportunities. This would allow you tenants to carry on influencing the way ~~your~~ services are provided and monitored.
 - Make sure you have the ability to engage and influence at a local level, making our communities greater places for everyone to live and work together.
 - Gloucester City Homes would:
 - Work with you tenants to set priorities and monitor service delivery.
 - Continue communicating with you via leaflets and magazines.
 - Work with tenants in the community.
 - Empower tenants through initiatives to build confidence and ability.
 - If transfer does not go ahead, there would be limited funding available to involve, engage and empower tenants.

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If transfer goes ahead Gloucester City Homes will continue with the ethos that **“Tenants are at the heart of what Gloucester City Homes do and drive our services”**. Gloucester City Homes recognise that without tenant involvement it would be unable to achieve its objectives or deliver effective services.

After transfer, Gloucester City Homes would continue to:

- Promote tenant consultation on all services and future plans.
- Be flexible and innovative when meeting tenants’ needs.
- Listen to tenants and make sure they are supported to get involved at a level, which meets their needs and preferences.
- Use tenant feedback to shape future service delivery, working with you to improve accessibility, quality and delivery of key services.

- Provide a full range of support, training and development opportunities through the SHINE Learning Academy.
- Engage with tenants in a variety of ways to set service standards and priorities, and monitor services and performance.
- Actively listen to your views and value your local knowledge.
- Support the development and empowerment of tenants by improving skills, knowledge and confidence.
- Increasing capacity within local communities to support and get involved with local enterprise opportunities.

Tenants setting priorities and monitoring service delivery

Gloucester City Homes believes that developing strong partnerships with tenants is essential to building strong, supportive and successful communities.

After transfer, Gloucester City Homes would continue to:

Learn what is important to tenants from:

- Compliments, comments and complaints.
- Tenant inspectors and mystery shoppers.
- Your Views Count surveys.
- Focus groups.
- Community consultation events.

[Gloucester City Homes would use](#) this information to develop Local Offers and the Tenants' Business Plan.

Communicating effectively with tenants

Gloucester City Homes provides a range of publications in a variety of ways and is committed to ensuring that they continue to be clear, understandable and easy to follow.

After transfer, Gloucester City Homes would continue to:

- Work with tenants to review and ensure that all new Gloucester City Homes documents, leaflets, and magazines, are attractively designed, and that, the wording and content is clear and understandable.
- Give tenant-reviewed communications the Tenant Friendly stamp of approval.

Working with tenants in the community

Gloucester City Homes supports a range of ways to ensure that tenants have equal access to participation and involvement.

After transfer, Gloucester City Homes would continue to work with:

- General resident groups such as the current Customer Forum and Tenant Scrutiny Panel.

- Specialist resident groups such as the current Sheltered Action Group (SAG).
- Local Tenants Groups.
- Residents at community events, such as the current Community Pride days and Community Road shows.
- The Police, City Council and County Council, and other partners who work with local communities.
- Young peoples' groups such as the current Junior Wardens.
- Other local community groups.

Empowering tenants

After transfer, Gloucester City Homes would continue to:

- Support tenants to develop their confidence and ability through the Gloucester City Homes SHINE Learning Academy.
- Develop capacity within tenant groups to enable them to flourish.
- Hold quarterly meetings with leaseholders and shared owners to discuss any general issues or concerns including monitoring and reviewing service charges, service charge setting, contractor procurement and payment options for major works.

What would Gloucester City Homes improve if transfer goes ahead?


- Empowering local tenant and resident groups to develop robust Community Plans. These will be based on local priorities and ensure a real say in the development of new homes, regeneration schemes, and investment in existing homes and communities.
- Further development of the SHINE Learning Academy to extend the training that offers lifelong-learning and personal development opportunities for tenants.
- Development of local social enterprises that benefit tenants and communities and offer volunteering, apprenticeship and employment opportunities.
- Develop the work of the Tenant Scrutiny Panel by providing additional training, development and resources.
- Support access to services with equal opportunities for involvement.
- Developing work with young people.
- Achieve greater engagement with those tenants who are currently hard-to-reach and vulnerable.

What would happen if the transfer does not go ahead?

The Council's current financial position means that:

- There would be reduced funding available to support resident engagement and community activities.
- There would be reduced funding available to develop the Learning Academy into lifelong learning centres or 'work ready' training.

- Gloucester City Homes would not be able to expand the social enterprise model and the resulting opportunities would be limited.
- Gloucester City Homes' partnership work would be limited by a lack of resources [and](#), funding, and [therefore](#) it would be less able to help community groups.

PROMISE 5	Supporting Independent Living
	<p>Gloucester City Homes would provide services which meet the needs of our older and vulnerable tenants and residents in our <u>its</u> communities; provide targeted help and support to maintain your independence; and ensure that you <u>tenants</u> have a real say in the way your services are developed and delivered.</p>

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- 60 Second summary**
- Gloucester City Homes would provide services which meet the needs of ~~our~~ older and vulnerable tenants.
 - It would provide targeted help and support to maintain their independence.
 - Tenants would get a real say in the way their services are developed and delivered.
 - Gloucester City Homes would also have money available in its business plan to:
 - Continue to provide Telecare and Telehealth support packages.
 - Provide gardening and handy person support services.
 - Meet individual needs through medical aids and adaptations.
 - If transfer does not go ahead, there is likely to be significantly less money available to provide the current supported housing services.

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Gloucester City Homes is proud to provide services which meet the needs of older and vulnerable tenants and residents in communities and was awarded the first ever Gold Standard in Gloucestershire for its supported housing services. In May 2010, Gloucester City Homes was re-inspected and was awarded five 'A' ratings, the highest award available.

It is important that Gloucester City Homes continues to provide choice in terms of high quality accommodation and a range of services that support independence, dignity and happiness.

Provide services, which meet the needs of older and vulnerable residents

After transfer, Gloucester City Homes would continue to:

- Ensure staff have up to date, relevant knowledge and skills to provide a high quality and responsive housing and support service.
- Offer a complete one-stop housing and support service to all supported housing and vulnerable residents living in general needs housing.
- Offer older and vulnerable residents up-to-date Community Alarm technology and a 24 hour out-of-hours service, provided by the local Gloucester City Homes Supported Housing team.

- Invest in improvements to [your homes](#) which make it more accessible, including [for example](#) handrails, stair climbers [and](#); wet rooms, ~~etc.~~ where required and it is practicable.
- Update and maintain the communal areas of sheltered housing schemes to meet the needs and choices of tenants.

What would Gloucester City Homes improve if transfer goes ahead?

- Improve links with the health, social care and voluntary and community sector to help maximise the wellbeing of tenants.

Telecare and Telehealth support packages

Gloucester City Homes provides more than 1,800 alarms to Council tenants, private tenants and home owners. It has considerable experience of providing modern technologies supporting independence and peace of mind.

In response to feedback from alarm users, Gloucester City Homes has recently upgraded alarm systems, offering increased flexibility using the new types of sensors and systems. This is through a range of Telecare and Telehealth packages, to meet individual customer's needs.

After transfer, Gloucester City Homes would continue to provide:

- Telecare and Telehealth services.
- Medical aids and adaptations.
- Minor repairs.
- Crime prevention advice and security improvements.
- Subsidised alarms, telecare and telehealth services for low income tenants where finances allow.

What would Gloucester City Homes improve if transfer goes ahead?

- In partnership with the NHS or other providers, Gloucester City Homes would look to develop additional assistance to vulnerable residents via an out-of-hours emergency alarm response service.

Gardening and handy person support services

Gloucester City Homes has recently introduced a new, low cost, flexible service called HandyLink, which can provide support with household tasks like gardening; decorating and basic home improvements, such as putting up curtain rails and fitting flat pack furniture.

After transfer, Gloucester City Homes would continue to provide:

- The HandyLink service - providing that it makes sufficient money to cover its costs.

Meeting individual needs through medical aids and adaptations

When Gloucester City Homes took over the management of the Council homes in early 2006, the average waiting time for major disabled adaptations was over a year. Since then, Gloucester City Homes has invested more than £5 million [in carrying out adaptations to tenants' homes and has](#) ~~and~~ upgraded more than 2,000 homes. Gloucester City Homes has reduced the average waiting time to five weeks for a major disabled adaptation and nine days to complete a minor adaptation.

After transfer, Gloucester City Homes would continue to:

- Provide annual investment in accessibility adaptations carried out by trained and skilled contractors. [This would involve Gloucester City Homes having an annual budget for adaptations to](#) ~~This would involve a regular budget which would~~ help people live independently for longer in their own homes and make homes generally more accessible for people of all ages and abilities. Works might include – depending on needs and where practical and affordable:
 - Stair lifts or stair climbers.
 - Level access to front and rear doors.
 - Appropriate placement of light switches, electrical sockets, and rocker switches.
 - Audible or visual smoke or heat alarms.
 - Walk-in showers or wet rooms.
 - Individually designed kitchens and bathrooms.
 - Fitting lever type taps.
 - Making sure entrances are suitable for wheel chair access, where needed.

After transfer, Gloucester City Homes would continue to provide:

- ~~A range of services and types of accommodation to help meet the [need for bed spaces and support for homeless people](#), demand from homeless people for bed spaces and support.~~

Other support services

Gloucester City Homes currently provides support to people in their own homes to help them maintain their tenancies, deal with particular issues and maintain independence.

After transfer, Gloucester City Homes would continue to provide:


- Other support services in partnership with the County Council and specialist providers.

What would happen if the transfer doesn't go ahead?

If a majority of voting tenants vote "~~NO~~" in the ballot, there is likely to be significantly less money available to provide the current supported housing services. This would mean:

- There would be less money available to continue to support community activities and partnership working.

- There would be less money available to refurbish and improve the communal areas of sheltered schemes.
- There would be less money available for aids and adaptation services and that would impact on the amount of work that could be carried out and also increase the waiting times.
- There would be less money available to offer a subsidised alarm, telecare or telehealth service to tenants.
- There would be less ~~Council~~ money to build new more accessible homes for those requiring a move to more suitable accommodation.
- There would be less money available to meet future housing demand from an increasingly ageing population.
- There would be less money available to maintain the Homeless Support Service.

PROMISE 6	Delivering services which represent value for money, ensuring every penny counts
	<p><i>Gloucester City Homes would improve services by challenging everything we do it does, comparing ourselves-itself with other top performing housing providers and being innovative in the way we-it delivers your services.</i></p>

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- 60 Second Summary**
- Gloucester City Homes would:
 - Scrutinise and challenge the way it delivers its services, comparing itself with other top housing providers and being innovative in the way it delivers services.
 - Buy or provide services which drive down cost and improve quality.
 - Collect rents and service charges effectively and efficiently to pay for housing services.
 - Support tenants through changes to Welfare benefit.
 - Create more efficient and accessible services through new technology.
 - If transfer does not go ahead, the Council would, for example, not be able to guarantee to continue the current rent collecting services which could mean ~~even~~ less money would be available to maintain homes.

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Gloucester City Homes works hard to ensure it delivers excellent value for money. Over the past eight years it has continually improved the way it provides services and has saved the Council nearly £15.5 million, compared to the previous service. This money has been re-invested in improving services for tenants.

A strong scrutiny and challenge of Gloucester City Homes’ services

After transfer, Gloucester City Homes would continue to:

- Compare the cost and quality of Gloucester City Homes’ services with other high quality housing providers to ensure that it can continually learn from others and improve its services.
- Provide service and performance information to the Gloucester City Homes’ Board, Customer Forum, Tenant Scrutiny Panel and tenants generally, to help effectively challenge and monitor services.

Buying or providing services which drive down cost and improve quality

After transfer, Gloucester City Homes would continue to:

- Purchase all goods and services based on a combination of the best price and the highest quality.
- Involve tenants in the purchasing of significant goods, and services.
- Support local profit and not-for-profit businesses by helping them to do business with Gloucester City Homes.
- Encourage suppliers of goods and services to employ Gloucester tenants and the wider local Community.
- Require suppliers to adopt quality management processes and protect the environment.

Collecting rents and service charges effectively and efficiently to pay for housing services

After transfer, Gloucester City Homes would continue to:

- Manage and control income and expenditure effectively so that it can continue to deliver excellent services to tenants.
- Manage all financial risks effectively.
- Help tenants, who are struggling, to effectively manage their money, ~~for, for~~ –example to ensure they can paying their rent, electricity, gas and, food bills.
- Help tenants on low incomes to apply for any Government or charitable help that may be available e.g. for example welfare benefits and, food banks.

Supporting tenants through changes to Welfare benefits

After transfer, Gloucester City Homes would continue to:

- Support a range of agency services – for example benefit advice surgeries for tenants and their families.
- Help tenants and their families to find employment by providing job training, creating apprenticeships, traineeships and jobs; and helping them to make job applications.


Creating more efficient and more accessible services through new technology

What would Gloucester City Homes improve if transfer goes ahead?

- Equip staff with modern technology, such as hand held computer tablets, to provide services to you on your doorstep and in the community.
- Improve internet access in Gloucester City Homes' reception to assist tenants to apply for help and to access useful information.
- Improve Gloucester City Homes' website, GCHTV and Gloucester City Homes' mobile app to help tenants order even more services and access their own information on-line.
- Extend IT support and training to help tenants take advantage of new technology, particularly in Gloucester City Homes' sheltered housing and wellbeing centres.

What would happen if the transfer doesn't go ahead?

- Unless its financial position changes, the Council would not be able to guarantee the current rent collecting services. Gloucester City Homes has, from its own resources, temporarily increased the number of staff available to help tenants deal with benefit changes. Without transfer, the financial position means that the Council and Gloucester City Homes on its behalf could not afford to maintain this level of service. This could put pressure on other essential housing services.
- ~~There would be no money available for the Council to help tenants use new technology and to provide more accessible services. The Council would not be able to borrow money for this. There would be no money available to help tenants use new technology and to provide more accessible services. Gloucester City Homes would be able to borrow to invest in new technology that would be paid for from efficiency savings in future years, whereas the Council cannot currently borrow any more money for housing.~~

PROMISE 7	Building more affordable homes
	<i>Gloucester City Homes would be committed to providing more affordable homes to meet the housing needs of current waiting list applicants and future generations. Gloucester City Homes will be able to build more affordable homes over and above those currently being built by other registered housing providers in the City.</i>

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60 Second Summary

- Gloucester City Homes would be committed to providing more affordable homes to meet the housing needs of current waiting list applicants and future generations.
- Gloucester City Homes would be able to build more affordable homes in addition to those currently being built by other registered housing providers in the city.
- If transfer does not go ahead, it is estimated that the Council would not be able to borrow money to build homes itself for at least 25 years.

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Gloucester City Council and Gloucester City Homes are not currently able to borrow to build new affordable housing. The increase in the discount for tenants with the Right to Buy has meant that more houses are being sold, leaving [fewer homesless](#) available for social rent. The Council does not have access to funds to build its own new houses to replace those that are sold.

There are currently more than 4,300 households on the Gloucestershire Homeseeker register who would like more suitable housing in Gloucester. Of these, 1,800 households are considered to be in need of alternative housing in the City.

What would Gloucester City Homes be able to do if transfer goes ahead?


- Gloucester City Homes would be able to borrow money to start building new affordable housing in and around the City. New homes can help to improve health, create employment, offer more choice and improve the neighbourhoods.
- Gloucester City Homes would consult with tenants, potential applicants and other key stakeholders (e.g. the [City Council](#)) about proposals to build new homes.
- Gloucester City Homes [plans to would](#) build about 100 new-build homes, at affordable rents, [and aims to do this](#) in the first four years, after transfer, at approximately 25 per year. All schemes would be subject to consultation with local residents and planning permission.
- Gloucester City Homes would be able to keep money received from Right to Buy sales and use it to help build affordable homes.
- There is, in the longer term (after four years), the opportunity to regenerate existing housing, particularly in Podsmead and Matson, subject to tenant consultation and planning permission. Redeveloping existing homes, like new homes, can help to improve health, create employment, offer more choice and improve neighbourhoods.

- Gloucester City Homes has identified the possibility of building a further 300 homes on Council land subject to Council agreement and tenant consultation.

What would happen if the transfer doesn't go ahead?

The Council cannot currently afford to build new homes on its own. Given the cost of works needed to maintain existing Council owned homes (particularly the non-traditionally built homes), it is estimated that the Council would not be able to borrow money to build homes itself for at least 25 years.

The Council would have to pay part of the receipts received from Right to Buy sales to the Government. Any receipts that it is allowed to retain to provide replacement homes must be used within three years or returned to the Government to be recycled nationally rather than in Gloucester. If the Council cannot afford to build, then it may not be able to reinvest the receipts locally.

PROMISE 8	Investing in you and your community
	<p><i>Gloucester City Homes would provide opportunities for tenants to access training and jobs through apprenticeships, volunteering and creating opportunities for developing skills. This could be either directly within Gloucester City Homes or through links with their contracted partners or other employers.</i></p>

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- 60 Second Summary**
- Gloucester City Homes would provide opportunities for tenants to access training and jobs through apprenticeships, volunteering and creating opportunities for developing skills. This could be achieved through links with contracted partners and other employers.
 - If transfer does not go ahead, the Council does not currently have enough money to invest in the homes and build new homes and therefore does not expect to be able to create the additional jobs and apprenticeships.

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Gloucester City Homes currently offers tenants a range of training, apprenticeship and where possible job opportunities directly or through Gloucester City Homes' contractors.

It is recognised that there are generally higher levels of unemployment amongst social housing tenants and that more needs to be done to help.

Most recently Gloucester City Homes has provided:

- Six two-year apprenticeship opportunities with Gloucester City Homes and their repairs partners.
- Five work placements for year 10/11 pupils arranged through local senior schools to help children from families in our communities.
- 'Taster' days for young people with learning disabilities.
- Four work placements for adults with learning disabilities.

Providing training, apprenticeships and new jobs

After transfer, Gloucester City Homes would continue to:

- Strongly support tenants in their efforts to become employed. Gloucester City Homes is a major employer within the City providing jobs directly for more than 100 employees, some of whom are currently tenants. Indirectly, Gloucester City Homes also employs a range of partners, contractors and sub-contractors and they are encouraged to recruit locally in Gloucester. Last year Mitie, who currently paint Council homes, employed 14 local tenants and residents, some of whom were previously long term unemployed.
- Provide a wide range of opportunities for local tenants to access training through its SHINE Learning Academy and provide employment experience, including traineeships and work experience placements for young people and under-represented groups.

What would Gloucester City Homes improve if transfer goes ahead?

- Gloucester City Homes plans to spend [around](#) £292 million [based on the current requirements of independent surveys](#) on tenants' homes over the next 30 years and ~~to~~ [set aside](#) ~~borrow~~ an additional £10 million to build the first 100 new homes.
- This level of investment would create additional training opportunities, apprenticeships and jobs for local people to help repair and improve existing homes, and to build new homes. For example by:
 - Creating at least ten apprenticeships lasting three years, to help build at least 100 new homes.
 - Creating additional individual apprenticeships every three years to help repair and maintain your homes.
 - Sustaining or creating over 100 jobs.

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Supporting local partners

After transfer, Gloucester City Homes would continue to provide:

- Support for local community groups and partnerships which provide employment and training opportunities to local people.

What would Gloucester City Homes improve if transfer goes ahead?

- Gloucester City Homes would be able to invest more money in supporting local community groups and partners and encouraging new local profit and not-for-profit businesses.

What would happen if the transfer doesn't go ahead?

The Council's current financial position means that it would not be able to create the additional jobs and apprenticeships needed to deliver the extra repair and maintenance to existing homes or build properties. The financial projections show that it would have to delay repairs and improvements and it could not build new homes for many years.

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SECTION 4

Your rights explained if transfer goes ahead

This section looks at how your rights would be affected if a transfer takes place. Most of your rights would in fact remain the same after the transfer. If the transfer takes place and Gloucester City Homes becomes your registered housing provider, you can be reassured that your key rights would be legally protected under your new tenancy agreement, as this section explains.

60 Second Summary

- If the transfer takes place, you can be assured that your key secure tenancy rights would be legally protected under your new tenancy agreement.
- If you currently have the Right to Buy your home with the Council, then you would continue to have a Preserved Right to Buy with Gloucester City Homes. You would keep Any discount entitlement you have built up as a Council tenant-would transfer with you.
- Gloucester City Homes' proposed tenancy agreement would allow the same people to take over the tenancy when a tenant dies. This would be subject to the same conditions as under the Council's secure tenancy.
- Introductory tenants who transfer would continue to have fewer rights than secure tenants who transfer until they have completed their probationary period.

The proposed assured tenancy agreement

Most Council tenants are secure tenants, although some - if you have recently been given a tenancy for the first time - are introductory tenants (for more on introductory tenants see page x).

After the transfer a secure tenant would become an assured tenant with protected rights. The main difference is that as a secure Council tenant, the rights you now enjoy are set down in law by acts of parliament. As an assured tenant with Gloucester City Homes, your rights would be covered partly by acts of parliament and partly by your tenancy agreement, which is a legally binding contract between you and Gloucester City Homes.

All the key rights that tenants have now with the Council would be protected for existing tenants in the new assured tenancy agreement with Gloucester City Homes. There is one exception to this – the right to manage.

You should note if you have already succeeded to your tenancy with the Council, there would be an additional right to pass on your tenancy.

The new assured tenancy agreement, included at the back of this document from page xxx, sets out your rights. The tenancy agreement is included for you to read. A tenancy agreement substantially in the form set out in this document, with any changes following consultation, will be issued to qualifying tenants (see p. []).

How would tenants' rights be protected?

If transfer takes place, tenants would be asked to sign the new assured tenancy agreement. Except for changes to rent ~~and~~ service charges, [other charges and services](#), that agreement could not be changed without a tenant's individual permission, once the tenant of Gloucester City Homes has signed the tenancy agreement. This provides greater protection against change to ~~the your~~ agreement than currently exists with the Council, which can change the terms of the tenancy agreement after consultation. These protected rights include:

- The right of succession.
- The right to be consulted.
- The right to compensation.
- The right to make repairs.
- The right to information.
- The preserved right to buy.

The table on the next page compares the rights that secure Council tenants have now with those that you would have as a Gloucester City Homes assured tenant if the transfer goes ahead.

A comparison of your rights	Rights with Gloucester City Homes	Rights with the Council
Right to security of tenure (Right to remain in your home)	✓	✓
The right to buy your home with a discount (existing tenants)	✓*	✓*
The right of succession (the ability to pass on your home)	✓	✓
The right to exchange	✓*	✓*
The right to sublet part of your property or take in lodgers (with the landlord's consent) or take in lodgers	✓*	✓*
The right to repair	✓	✓
The right to carry out improvements and receive compensation (subject to the landlord's consent)	✓*	✓*
The right to be consulted	✓	✓
The right to information	✓	✓
The right to assign (the right to pass on your tenancy to someone else in certain circumstances, such as by court order in divorce)	✓	✓
The right to manage	x	✓
The right not to have your tenancy agreement changed without your consent (except for rent and service charges)	✓	x

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A comparison of your rights	Rights with Gloucester City Homes	Rights with the Council
other charges and services)		
The right to acquire	✓	*

* not available for introductory tenancies

What rights would tenants lose?

The right to manage is the right to set up a tenant management organisation to manage a neighbourhood. ~~While this has never happened in Gloucester,~~ Gloucester City Homes would ~~seek to~~ work with tenants on ways to support and facilitate greater tenant involvement in the management of your homes and the running of your services. Tenants would hold at least a third of the places on Gloucester City Homes' Board.

Would you still be able to buy your homes?

If you currently have the Right to Buy your home with the Council, then you would continue to have a Preserved Right to Buy with Gloucester City Homes.

This right remains with you or any member of your family who succeeds you, even if you later move to another home that is owned by Gloucester City Homes, as long as it is not exempt from the [Right to Buy](#). Some properties are excluded from the [Right to Buy](#), particularly elderly person and sheltered accommodation. This would continue to be the case with Gloucester City Homes.

What about the Right to Buy discount?

The price you would pay for your home would continue to be based on its market value less your discount, which would be calculated in the same way. Any discount [entitlement that](#) a tenant has built up with the Council would transfer to Gloucester City Homes and would continue to increase up to the maximum allowed – which in the Gloucester area is currently ~~£75,000~~ [£77,025 in 2014-15](#) (and applies to the right to buy and the preserved right to buy) – for tenants of both Councils and registered housing providers.

What about the “cost floor”?

The main difference between the Council's Right to Buy scheme and Gloucester City Homes' scheme relates to something called the 'cost floor'. This is the term that describes the minimum price that you could pay for your home, even if your discount would otherwise take the price below this amount. The cost floor is the amount that the landlord has spent on buying, improving or repairing the home over a set period and becomes important where large amounts of money have been spent on repairs and maintenance.

With the Council, the minimum price - or cost floor - is worked out over the 10 year period before a tenant buys their home (or 15 years for any homes which the Council acquired after 2 April 2012). However, after the transfer, for all homes, Gloucester City Homes would be able to take into account all costs incurred during the 15 years before the

application to buy. This would start from the day of the transfer to ~~a registered housing provider~~ [Gloucester City Homes](#). Gloucester City Homes would also be able to include in the cost floor the cost of 'catch up' repair works that would be carried out to the home, even if they have not yet been carried out.

In some cases – for example, if a tenant moved into a home that had undergone major refurbishment or building works – the effect of these changes may reduce the amount of their discount.

What is the right to acquire?

New tenants of Gloucester City Homes - as well as existing tenants transferring from the Council - would be able to buy their home under the right to acquire scheme as long as they are eligible and the properties meet certain requirements.

This scheme is based on a grant rather than a discount and is usually less generous than the preserved right to buy scheme. The grant for homes in the Gloucester area is currently £10,000.

You can't combine both the [Right to Acquire](#) and the Preserved Right to Buy.

Would I still be able to pass on my home?

Council tenants currently have a right to pass on their tenancy to their spouse or partner or another member of their family living in the property at the time of their death. Gloucester City Homes' proposed tenancy agreement (see page [xx](#)) would allow the same people to take over the tenancy when a tenant dies. This would be subject to the same conditions as under the Council's secure tenancy. Under the Gloucester City Homes tenancy ~~only~~ one succession would be allowed, other than in exceptional circumstances, which is the same as at present.

One of the advantages of the transfer would be that with your new tenancy agreement any previous successions that have taken place would no longer count. This might allow a son, daughter or other close relative living at home at the time of the tenant's death to take on the tenancy, subject to certain rules and provided there was no under-occupancy. **You would not have this additional succession right if you remained a tenant of the Council.**

Would tenants still be able to transfer or exchange their home?

After the transfer tenants who wish to move home can apply to transfer through "Homeswapper", in the same way as they would now. They would also be able to apply for a transfer within Gloucestershire through Gloucestershire Homeseeker, the choice-based lettings scheme for Gloucestershire. Priority for transfers would be based upon an assessment of housing need and the availability of suitable homes.

Tenants would continue to have the right to exchange their home with other tenants (including tenants of other registered housing providers) in exactly the same way as they currently can as Council tenants. This right is included in the new assured tenancy agreement for transferring tenants.

Would tenants still be able to take in lodgers and sublet part of their home?

Tenants would continue to have the right to sub-let part of their home, subject to written permission, or take in lodgers. Gloucester City Homes would not unreasonably refuse permission to a request to sub-let part of your home. As now, it would not be possible to sub-let your entire home.

Would tenants still be able to make improvements to their homes?

After the transfer tenants would retain the right to carry out repairs and improvements themselves, provided they first get permission from Gloucester City Homes as well as other necessary approvals (such as planning permission). Some improvement works could entitle tenants to receive compensation from Gloucester City Homes when their tenancy ends.

Protection against eviction

Gloucester City Homes would not use the additional grounds available under an assured tenancy to evict tenants. The new assured tenancy agreement has been drawn up to help make sure tenants' security of tenure is protected and the available grounds of possession match as closely as possible to the secure tenancy grounds available to a Council landlord.

The right to get repairs done

This means that after the transfer, if Gloucester City Homes or its contractors fail to carry out certain types of repairs within specified time limits, tenants can require Gloucester City Homes to appoint another contractor to do the repairs. Tenants would have the right to compensation if the second contractor fails to do the repairs within a set time limit. These are the same rights that you currently have with the Council.

The right to be consulted and receive information

Gloucester City Homes understands the importance of informing tenants about housing management and maintenance issues and would wish to continue to do this after transfer. However, there are also requirements that mean that if the transfer takes place, then Gloucester City Homes must consult with tenants on issues that are likely to have a substantial effect on their tenancies. This is one of the terms of the tenancy agreement. The Homes & Communities Agency would also expect Gloucester City Homes to consult with and provide information to all its tenants.

How would introductory tenants be affected by the transfer?

Introductory tenants who transfer would continue to have fewer rights than secure tenants who transfer until they have successfully completed their probationary period. The probationary period would include any time spent as an introductory tenant with the Council before the transfer.

People with introductory tenancies at the time of transfer would serve the rest of the probationary period as assured shorthold tenants.

After the probationary period, and if there have been no serious breaches of tenancy, the shorthold tenant would be entitled to the same full assured tenancy with protected rights

as other transferring tenants including, if your property is not excluded from the Right to Buy, a contractual Preserved Right to Buy.

SECTION 5	Your rent explained
	This section looks at what would happen to your rent charges and service charges after transfer

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60 Second Summary

- Rents would be set using Government rules introduced to ensure that they are set fairly.
- Rent increases in future would be subject to Government rules for providers of social housing.
- No extra charges would be made over and above the usual annual rent increase to pay for the improvement works promised in this document.
- No new service charges would be introduced without consultation with all tenants affected by the change.
- Under the current rules, the transfer would not affect your entitlement to claim Housing Benefit.

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What would happen to rents after transfer?

Rents would be set using Government rules introduced to ensure they are set fairly so that this means that rents for existing tenants transferring in March 2015 will:

- Remain at the level set after the April 2014 rent increase until April 2015; and
- Future increases will be set using Government rules.

Under proposed Government rules from April 2015 rents for social housing tenants will not be able to rise by more than inflation (as defined by the Consumer Price Index) + 1% each year.

This Government rule is expected to last for at least 10 years. Gloucester City Homes' ability to service and repay its loans would be based on limiting rent increases to these levels. It would be Gloucester City Homes' policy to ensure that all rents are in accordance with the Rent Standard set by the Social Housing Regulator.

What rent would new tenants pay?

From the start of their tenancy, new tenants would pay a rent -for their home calculated in accordance with the Rent Standard set by the Social Housing Regulator.

Would my rent go up to pay for the improvements works?

No extra charges would be made over and above the usual annual rent increase to pay for the improvement works promised in this document.

What would happen to the cost of services?

Where you are provided with services as part of your rent, this arrangement will continue after transfer. If you have a separate service charge which pays for services, this arrangement will also continue after transfer.

Separate service charges would, as is currently the case, only be set in order to recover the costs of providing the service. When these costs are varied each year, tenants have the right to challenge them to ensure they are receiving value for money.

In the future, if you wanted Gloucester City Homes to provide additional services, these would be paid for by a new service charge. This would not happen without consultation with all tenants affected by the change.

Some Council tenants currently pay a charge on top of their rent for things like heating. Gloucester City Homes would continue to charge for these services.

Gloucester City Homes does not expect to have to increase heating charges by any more than if you were to stay with the Council. This is because the charges will reflect the charges made by the utility companies.

What methods could you use to pay your rent?

As with the Council you would have to pay your rent weekly in advance. Rent would be due every Monday. You would still be able to make arrangements to pay your rent fortnightly or monthly in advance.

You would still be able to pay your rent in a number of ways that you can now. You can pay by:

- Direct debit.
- Payment card.
- Phone using debit or credit card.
- Any Paypoint or Payzone outlet.
- Paying via the website.
- Standing order.
- Cheque by post.

Gloucester City Homes will also develop new ways for payments to be made for example by text, by phone app.

Would eligible tenants still be entitled to claim Housing Benefit?

Yes. Under the current rules, the transfer would not affect your entitlement to make a claim for Housing Benefit. Applications [for Housing Benefit](#) would continue to be made to the Council. Housing Benefit advice would be available from both the Council and Gloucester City Homes in partnership with local advice and support agencies.

What would Gloucester City Homes' policy be on rent arrears?

Gloucester City Homes' policy towards tenants in rent arrears would remain the same after the transfer, subject to any policy changes following consultation with tenants.

As a responsible social landlord, it would have firm but fair policies towards people who do not pay their rent. Gloucester City Homes would continue to be understanding towards tenants who have financial difficulties through no fault of their own.

Gloucester City Homes would contact anyone who is behind with their rent to discuss the problem, and would ensure that tenants can get debt counselling and benefit advice. It would work out a sensible way for people to pay off rent arrears over a period of time. Where necessary Gloucester City Homes would take legal action against people who won't pay or who fail to keep to an agreement. The transfer would not remove a tenant's responsibility to clear rent arrears, on their current property or any previous one.

Tenants who owe rent to Gloucester City Council at the time of the transfer would still owe those arrears, but the debt would be to Gloucester City Homes rather than the Council after the transfer.

If tenants have an existing agreement with the Council to pay off arrears at a certain amount each week, the tenant must keep to the same amount after the transfer. The agreement simply switches to Gloucester City Homes.

What would happen to home contents insurance?

Gloucester City Homes would continue to make a home contents insurance scheme available to tenants. This would come into effect at the date of the transfer to make sure that there would be no break in tenants' insurance cover.

SECTION 6	How would Gloucester City Homes be managed?
	This section looks at who would run Gloucester City Homes and how would it be managed.

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60 Second Summary

- Gloucester City Homes would be run by a board made up of a third tenants, a third Council nominees and a third independent people.
- Any voluntary merger or takeover would require approval by 75% of the vote of the general members.
- Gloucester City Homes would be regulated by the Homes & Communities Agency.
- Meet the board at Gloucester City Homes.

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Who would run Gloucester City Homes?

If tenants vote in favour of the transfer, the Board would continue to be made up of a third tenants, a third Council nominees and a third independent people, selected for their essential skills and experience. Together they would make sure that your views are heard.

The Council together with the tenant and independent board members sitting on the Board at any given time would also be the general members of Gloucester City Homes. This means that they could attend and vote at the Annual General Meeting. The types of issues that would be considered at the Annual General Meeting are:

- the accounts for the previous financial year
- the appointment of independent board members
- the appointment of auditors
- changes to the rules

How would Gloucester City Homes be run?

The Board would have responsibility for:

- Overseeing the implementation of the investment programme
- Monitoring and performance management of achievements against the promises made to tenants in this offer document

Could Gloucester City Homes be merged with or taken over by another housing provider?

This is unlikely as Gloucester City Homes wishes to remain local and independent. The rules will provide that any voluntary change of ownership of the [organisation Gloucester City Homes](#) would require approval by 75% of the votes of general members.

How would Gloucester City Homes' board members be chosen in the future?

All Board members would be appointed for a maximum of three, three-year periods, nine years in total. All appointments to the Board would be made in accordance with Gloucester City Homes' [constitution rules](#). Current board members will continue to serve for up to 3 years after the transfer.

Council nominees would be appointed by the Council. New independent [Board](#) members would be approved by a panel of tenants, Council and independent Board members. Prospective tenant [Board](#) members would also be approved by a panel of tenant, Council and independent Board members. If more tenants are approved than there are places available on the Board, an election would be held, asking tenants generally to vote for their preferred tenant candidates.

[There would no longer be a ring-fenced leaseholder place, but one of the tenant Board members could be a leaseholder.](#)

Who would provide the service?

Gloucester City Homes currently employs staff to run the day-to-day housing service. If the transfer goes ahead, the same staff would continue to provide the services after transfer.

Who would regulate and monitor Gloucester City Homes?

Gloucester City Homes would be registered with the Homes & Communities Agency Social Housing Regulator as a registered -provider of social housing. The Homes & Communities Agency Social Housing Regulator regulates all registered -providers of social housing in England.

In particular, the Homes & Communities Agency:

- Regulates to help make sure that tenants' rights are protected, services are of a high quality and that financial management is sound.
- Regulates the performance of registered not-for profit landlords.
- Sets out what is expected of Registered Providers, to make sure that the Registered Provider is viable, properly managed and properly governed.
- Assesses how well each Registered Provider performs.
- Has powers to intervene if a Registered Provider is not working well.

Would there be an independent person we can complain to?

After going through Gloucester City Homes' internal complaints procedure, tenants of Gloucester City Homes would have the right to take their complaints to their Councillors, [their](#) MP and, ultimately, the Independent Housing Ombudsman. The Homes and Communities Agency Social Housing Regulator is only able to intervene in relation to any breach of the consumer standards where there has been, or is a risk of, serious detriment to tenants or potential tenants.

What type of organisation would Gloucester City Homes be?

Gloucester City Homes would be an Industrial and Provident Society (soon to be known as a Community Benefit Society). It would be an independent non-profit charitable organisation where any surpluses would be used to provide better services for its tenants.

Meet the Board members.

TENANT BOARD MEMBERS



MAGGIE DAY

Maggie has lived in the Westgate area for more than 14 years, and loves the community where she lives.

Maggie has been involved in the Westgate Tenant Consultative Committee for a number of years, where she has served as chair, and has been involved with Gloucester City Homes for a few years including through Focus Groups, Tenant Scrutiny Panel and as vice chair of Customer Forum. Maggie enjoys reading, jewellery-making and socialising with friends. Maggie says she will endeavour to continue to do her very best for the organisation and all of its tenants.

Maggie is a member of the Resources Committee.

Elected: 2012



EMMA DAVIS

Linden tenant Emma was born in Gloucester where she has lived all her life. She works as a Podsmead Big Local Support Officer, a Community development role supporting the £1million Big Local project funded by the National Lottery. Emma has previous experience working in health and social care settings.

Emma is passionate about supporting people in the community, and is a great advocate of reading, her favourite pastime, and is helping to set up a book swap initiative between local sheltered schemes.

Appointed to casual vacancy: 2014



Vice Chair

RICHARD INGHAM

Richard was born in Halifax, Yorkshire, and since then has lived and worked in various locations, in the UK and abroad. He has been a leaseholder since 1996, and a regular attendee at the meetings of the Leaseholders Forum and, earlier, of the Westgate Leaseholders Association, and has also been chair of his local community organisation.

Richard's main experience has been in the field of Further Education as a lecturer in English and Communications, and then Head of Department and Director of Marketing at the large further education college in Chippenham, Wiltshire. Other roles have included staff governor at Chippenham Technical College, a councillor in the Hebden Royd Urban District Council, a manager in the wool trade and an officer in the Royal Air Force.

He is also a writer, an educational journalist and the former editor of a government magazine on further and adult education, as well as a published playwright and author, and a musician. Richard is married with three children, all of whom are now grown up.

Richard is the Leaseholder Tenant Board member, and is a **Vice Chair** of the Board. He is also a member of the Resources Committee.

Elected: 2009

Re-elected: 2012



MICHAEL McALINDEN

Now retired, Mike has a background mainly in engineering and design, including management experience and company directorships. As a resident at Westgate, he is involved in many aspects of Gloucester City Homes including as a Tenant Inspector, a Block and Street Representative, and as a member of Westgate Tenants Consultative Committee.

It was in engineering that Mike developed his enthusiasm for projects, and he likes to follow any given project through to a satisfactory conclusion. He is looking forward to serving the organisation on behalf of all customers.

Mike is a member of the Resources Committee.

Elected: 2013



DAVID PORTER

David is now retired, having been in full-time employment. He spent 25 years at Dowty Rotol, where he was a foreman managing 50 plus employees. His responsibilities included modelling undercarriages for international air shows at Farnborough and Paris. He likes to spend his free time painting, especially wild animals. David is active in all areas of Gloucester City Homes work, for example, as a tenant inspector.

David is a member of the Audit Committee and Partnering Board and is the Board Health and Safety Champion.

Elected: 2010

Re-elected: 2013

INDEPENDENT BOARD MEMBERS

PETER BAKER

~~Peter retired from Bovis Homes in 2007 where he was Regional Managing Director for the South West Region. As well as managing a large house-building operation, he has experience in urban regeneration and partnership development, providing affordable homes for rent and sale. From a local farming family, educated at Hartpury College and Rycotewood Oxon, he has also managed an estate agency.~~

~~Peter retired from Bovis Homes in 2007 where he was Regional Managing Director for the South West Region. As well as managing a large house building operation, he has experience in urban regeneration and partnership development providing affordable homes for rent and sale. From a local farming family, educated at Hartpury College and Rycotewood Oxon, he has also managed an estate neighbourhood agency.~~

Peter chairs the Business Development Sub-Group and is a member of the Partnering Board.

Appointed: 2008

Reappointed: 2011



TIM DARE

Tim brings experience of corporate management, business start-ups, team-building and team development to the Board. He is Managing Director of a Cheltenham-based Executive Search firm specialising in management and board level recruitment. Tim's interest in community development and improvement drives his enthusiasm to be a Board Member of Gloucester City Homes.

Tim currently is and has been **Chair of the Board** since the organisation launched in 2005. He has led the transformation of the organisation through excellent leadership and a deep understanding of tenant issues.

Appointed: 2005

Reappointed: 2009 & 2012



CHAIR

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CHRIS MARSHALL

Chris works as is a Land & New Homes Agent, working with local and national building companies on planning, land acquisition and marketing.

He is Chair of the Gloucestershire Police & Crime Commissioner and Chief Constable’s Joint Audit Committee. He is a former Vice Chair of Gloucestershire Probation Board, and has chaired the Estates Committee and Ryecroft Liaison Committee. He has also been a member of the Gloucestershire Police Authority Standards Committee, a member of Gloucestershire Courts Board and Chair of Stroud District Council Standards Committee.

~~Chris works as a Land & New Homes Agent. He is Vice Chair of Gloucestershire Probation Board, a former Chair of the Estates Committee and Ryecroft Liaison Committee, a former member of Gloucestershire Courts Board and Chair of Stroud District Council Standards Committee.~~

Chris chairs the Audit Committee and is a **Vice Chair** of the Board.

Appointed: 2007
Reappointed: 2010 & 2013



Vice Chair

JOHN HOWARD

John is a Chartered Certified Accountant and has his own accountancy practice and housing finance consultancy, having previously spent 20 years as finance director at a local registered provider of social housing.

He has a broad background in all aspects of Finance and Risk Management.

John is vice-chair of our Resources Committee.

Appointed: 2010
Reappointed: 2013



PETER OSBORNE

Peter is a director of a residential sales and lettings business based in Cheltenham, and prior to this was the Strategy and Planning Controller at one of the UK's top Commercial Real Estate lenders.

With over 20 years' experience of working in both large private and public sector organisations, Peter has developed a skills set in areas including corporate and operational strategy, strategic planning, strategic business development, competitor and market intelligence, programme and project management, internal consultancy, internal audit and risk.

Peter moved to Gloucestershire in 1993 after earning a BSc(Hons) in Accounting from Cardiff University, and holds a number of postgraduate qualifications including a MBA from Henley Management College.

Peter has been a GCH Board Member since October 2009. He is Vice Chair of the Audit Committee and a member of both the Resources Committee and the Business Development Committee.

~~Peter works as a Senior Strategy Manager in one of the UK's top five Commercial Real Estate lenders, and has a range of financial services experience, having worked in a number of large private and public sector organisations in areas including Internal Audit, Internal Consultancy and Strategy.~~

~~Peter moved to Gloucestershire in 1993 after earning a BSc (Hons) in Accounting from Cardiff University, and holds a number of postgraduate qualifications including a MBA from Henley Management College.~~

~~Peter is a member of the Audit Committee and the Resources Committee.~~

Appointed: 2009
Reappointed: 2012



COUNCIL BOARD MEMBERS



JIM BEELEY

Jim was elected as Councillor for the Hucclecote Ward on May 2010, and is also a member of the Council's Overview and Scrutiny Committee, the overall body responsible for co-ordinating scrutiny at Gloucester City Council.

Jim works in further education as a lecturer and NVQ assessor in engineering.



SAID HANSDOT

Said was elected as Councillor for the Barton and Tredworth ward in May 2010, and sits on a number of Council committees including Grants and Community Services Forum, Licensing and Enforcement Committee and the committee for Voluntary Sector Service Provision.

Said has a background in industry and is a member of the Gloucester City Homes Partnering Board.



JANET LUGG

Janet was elected in May 2006 as Labour representative for Matson and Robinswood. She serves on a number of committees including the Overview and Scrutiny Committee.

Janet is a member of the Audit Committee.



TARREN RANDLE

Tarren is a local city Councillor and has been involved with local community issues for the past six years. She has been a council tenant, and feels that this helps her represent all tenants on the Board. Tarren has had many dealings with constituents over the past six years helping them with housing issues, and feels that being a board member gives her an even better insight into how things are run. Tarren enjoys the challenge of being a Board member, and of helping the voices of tenants being heard.

Tarren chairs the Partnering Board.



PAUL TOLEMAN

Paul was elected as a Conservative City Councillor in May 2011 and represents the Westgate ward. He sits on both planning and licensing committees and has taken on the new role of "City Centre Champion".

Paul is a member of the Resources Committee.

SECTION 7	The next steps
	This section looks at what the next steps are in the transfer process and what would happen next.

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60 Second Summary

- This document, which sets out the Council's transfer proposal, is called a Stage One Notice.
- As well as this document, the process has included meetings with tenants, roadshows, home visits, newsletters, leaflets and a DVD.
- At the back of this document is a pre-paid response card for your comments. Please take the time to complete this card and return it to the Council. This is your chance to have your say.
- You will receive a 'Stage two' letter from the Council, which sets out any significant changes made to this proposal as a result of tenants' comments and whether [#the Council](#) has decided to go ahead with the ballot [of tenants](#).
- If the Council decides to go ahead with the ballot [of tenants](#), an independent organisation would carry out a confidential ballot over a four-week period.
- The law states that councils have to consult with their secure and introductory tenants about any proposed transfer of their homes.

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What is the process for consultation?

Stage one – Consultation (early summer 2014)

This is the first part of the formal consultation with tenants on the proposed transfer. This offer document sets out what Gloucester City Homes would do if the proposed transfer goes ahead. As well as this document, the process includes meetings with tenants, home visits and a short DVD produced by the Council.

Consideration of your comments (mid-summer 2014)

At the back of this document is a paid response card for your comments. Please take the time to complete this card and return it to the Council.

This is your chance to have your say.

The Council will consider your comments on the transfer proposal and decide whether it needs to be changed. It will also consider whether to go ahead with the ballot of all the Council's secure and introductory tenants.

Stage two – Consultation (late summer 2014)

The Council will send you a letter called the 'Stage two' letter. This will describe what, if any, significant changes have been made to this proposal as a result of tenants' comments on the offer document promises and whether it has decided to go ahead with the ballot. It will also explain your right to make representations to the Secretary of State for Communities and Local Government.

Confidential ballot (late summer/early autumn 2014)

If the Council decides to go ahead with the ballot, Electoral Reform Services would carry out a confidential ballot [of tenants](#) over a four-week period.

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Every secure and introductory tenant would have the right to vote. This means that joint tenants would each have a separate vote and ballot paper.

-Voting can be by post, telephone, text or via the internet. Full information to how to cast a vote will be given to each tenant. Neither the Council nor Gloucester City Homes will know which way you have voted.

If the ballot is in favour of the transfer (i.e. if a majority of tenants who vote, vote in favour), and the Council agrees to go ahead, it will inform tenants that it intends to proceed with the transfer and explain tenants' right to make further representations to the Secretary of State.

Government Consent (Spring 2015)

The Council must get the consent of the Secretary of State before the transfer can take place. The Secretary of State would not be obliged to grant consent but a majority vote in favour of the proposal is likely to be a strong influence on the decision. If all this happens, it is planned for the transfer to take place in March 2015.

Legal requirements for tenant consultation

The law states that councils have to consult with their secure and introductory tenants about any proposed transfer of their homes. The law is set out in Section 106A and Schedule 3A of the Housing Act 1985 (as amended). The Council and the Secretary of State must have regard to the views of the Council's secure and introductory tenants.

If you are not sure what type of tenant you are, please refer to your tenancy agreement or phone Gloucester City Homes direct on 0800 408 2000 or 01452 424344

The Council must give you a notice informing you of:

- Details of the proposal, including the identity of the organisation to whom the transfer is to be made;
- The likely consequences of the transfer; and
- The effects of the provisions of Schedule 3A Housing Act 1985 and, in case of secure tenants, of sections 171A to 171H Housing Act 1985 (Preservation of Right to Buy on Transfer).

The details, consequences and effect of the Council's housing transfer proposal are set out in this document.

The effects of the provisions of Schedule 3A Housing Act 1985 are:

- The Council must first serve on you a notice (the stage one notice) giving you the information listed above. This document forms the stage one notice;
- The Council will consider any comments received by the date given in the covering letter from the Council's chief executive, and after considering your views, the Council must serve a further written notice on you (the stage two letter) informing you of any significant changes and its decision.
- When this happens you may write to the Secretary of State with any objections to the proposal within 28 days. This 28-day period begins when the Council's Stage two letter is sent to you. The Secretary of State will take objections into account in considering any application from the Council for the necessary consent to the transfer the stock.
- After the ballot the Council would inform all tenants of the ballot result and whether it intends to proceed with the transfer and how further representations to the Secretary of State can be made.

SECTION 8	The proposed tenancy agreement
	This section looks at what your tenancy agreement would look like if transfer goes ahead. It has been reviewed and agreed by your tenant representatives on the Housing Futures Residents Panel

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At a glance section (60 Second Summary)

- Tenants' current key rights and entitlements would be protected in their new assured tenancy agreement with Gloucester City Homes.
- This tenancy agreement ([except for rent, service charges, other charges and services](#)) could only be changed with a tenant's individual written consent.
- The tenancy agreement details payment of rent, the landlord's obligations, tenants' obligations, rights and grounds for possession.

What is in this section?

This section contains the proposed form of tenancy agreement tenants would have with Gloucester City Homes if the transfer goes ahead.

This tenancy agreement has been designed to ensure that tenants' key secure tenancy rights are protected if the transfer goes ahead and tenants have been fully consulted on its development.

Gloucester City Homes' proposed new tenancy agreement

A tenancy agreement substantially in the form contained in this section would be issued as soon as possible after the transfer to each transferring secure tenant except where tenants have:

- a valid Possession Order in force against them;
- been served with a valid Notice of Intention to Seek Possession;
- ongoing possession proceedings at the time the transfer takes place;
- been issued with a demotion order.

In these cases, the new tenancy agreement substantially in the form contained in this section would be issued if:

- the Possession Order is discharged;
- the Notice of Intention to Seek Possession is withdrawn or expires; or
- the Court decides when finally determining the proceedings not to make a Possession Order; or
- the tenant complies with a demotion order and the demotion period comes to an end.

In the meantime, these tenants would become tenants of Gloucester City Homes like all other remaining tenants.

Gloucester City Homes would be able to enforce the Possession Orders that the Council had obtained prior to the transfer, and may also be able to obtain Possession Orders for tenancy breaches where the Council has served notices before the transfer takes place.

Gloucester City Homes would also be able to take action on tenancy debts owed to the Council before the transfer went ahead.

What about introductory tenants?

If the transfer goes ahead introductory tenants of the Council would become assured non-shorthold tenants of Gloucester City Homes once their initial ~~term of 12 months~~probationary period has been satisfactorily completed. At this stage they would be offered the same tenancy agreement as the transferring secure tenants of the Council, unless they have been issued with a valid notice of possession proceedings (see further above).

Gloucester City Homes

Assured (non-shorthold) tenancy agreement

Tenancy Particulars

This tenancy agreement is between

Our name and address Gloucester City Homes Limited (**we us or our**) of Railway House, Bruton Way, Gloucester GL1 1DG

We are registered with the Homes and Communities Agency (the **Regulator**) as a non-profit provider of social housing

and

Name of Tenant
.....

(the **Tenant** or **you**) (In the case of joint tenants, the term **Tenant** or **you** applies to each of you and the names of all joint tenants should be written above. Each Tenant individually has the full responsibilities and rights set out in this agreement.)

The address of the property covered by the agreement
..... (**your home**)

Your home the term 'your home' means the accommodation occupied plus any gardens, garages, brick sheds, stores, outbuildings, fences, paths or walls let within its boundary, but not any temporary structures erected in the garden (eg timber sheds, greenhouses).

Charitable status The home that is the subject of this tenancy is held by Gloucester City Homes Limited, which is an exempt charity.

Payments for your home The weekly payments for your home at the start of this tenancy are:

- (i) rent of £[]
- (ii) rent (and other charges) arrears of £[] payable at £[] per week until paid in full
- (iii) service charge of £[] in respect of the following services:
 -
 -

(insert description of service(s))
- (iv) water, sewerage and heating charge of £[]
- (v) support charge of £[]
- (vi) district heating charge of £[]
- (vii) ~~other~~ miscellaneous charge(s) of £[] in respect of the following:
 -
 -

(insert description of charge(s))

Total weekly payment £[]

Initial payment If this tenancy starts on a day other than a Monday, the portion of the weekly payments for your home due from you from the start of this tenancy up to and including the first Sunday of this tenancy are:

- (i) rent of £[]
- (ii) rent (and other charges) arrears of £[]

(insert description of charge(s))
- (iii) service charge of £[] in respect of the following services:

-
-

(insert description of service(s))

- (iv) water, sewerage and heating charge of £[]
- (v) support charge of £[]
- (vi) district heating charge of £[]
- (vii) other miscellaneous charge(s) of £[] in respect of the following:

-
-

Total initial payment £[]

Permitted number The maximum number of people allowed to live at your home is....

The tenancy This tenancy begins on and ends on the first Sunday. The tenancy then renews each week on a Monday for a week and thereafter weekly until brought to an end in accordance with the provisions of this agreement and it is an assured non-shorthold tenancy the terms of which are set out in this agreement.

Data protection

For the purposes of the Data Protection Act 1998 you agree that we may process personal information, including sensitive personal data, which you have provided or has been provided by third parties, in order to perform the functions of managing your tenancy and the provision of general housing and support needs. Any processing will be undertaken in accordance with the provisions of the Data Protection Act 1998 or any other relevant legislation and in accordance with our policies on disclosure of information and confidentiality. By entering into this Tenancy Agreement you consent to such processing.

SIGNATORIES

It is a term of this Agreement that you (or anyone acting for you) have not induced us to grant this tenancy by knowingly or recklessly making a false statement to us or Gloucester City Council.

Signed on our behalf

.....

Print

name.....

.....

I/we have been given an opportunity to read the terms and conditions of this tenancy agreement. I/we understand that I/we should not sign it unless I/we are prepared to agree to keep to the terms and conditions.

Signed by the

Tenant(s).....

Print Name(s).....

If this is a joint tenancy, each Tenant should sign.

Date.....

Words included in italics do not form part of this agreement and are included for explanation purposes only.

A reference to any Act of Parliament, or to any order, regulation, statutory instrument or the like, shall be deemed to include a reference to any amendment, re-enactment, consolidation, variation, replacement or extension of the same respectively from time to time and for the time being in force.

We are subject to any guidance on housing management practice issued by the Regulator with the approval of the Secretary of State and this tenancy is one to which that guidance applies.

Section 1 - General terms

It is agreed as follows:

- 1 **Rent and other payments for your home**
- 1.1 The weekly rent and service and other charges for your home at the start of the tenancy are set out on pages [1-2].
- 1.2 The payment of rent and service and other charges is due in advance on the Monday of each week.
- 1.3 We may collect rent and service and other charges due under this tenancy over fewer than fifty two weeks (or where relevant fifty three weeks) in each financial year (starting 1 April each year). If this condition applies, we will tell you at the start of the year which weeks are "non-payment" weeks.

2 **Changes in rent**

2.1 We may increase the rent with effect from the first Monday in April after this tenancy is granted by giving you not less than one calendar month's notice in writing. The revised rent shall be the amount set out in a rent increase notice given to you by us.

2.2 After the first rent variation under this agreement we may in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988 increase ~~or decrease~~ the rent by giving you not less than one calendar month's notice in writing. The notice will specify the rent proposed. The revised rent shall be the amount specified in the notice of increase unless you refer the notice to the First Tier Tribunal (Property Chamber) (or a successor or replacement body) to have a market rent determined. In that case the maximum rent payable for the following year will be the rent so determined.

3 **Payment of arrears (where applicable)**

If you have any arrears of rent and other charges due when this tenancy is granted you agree to pay off those arrears by weekly instalments shown on page 1. If you do not make the payments, we may start court proceedings to end this tenancy.

4 **Services and service charge (where applicable)**

4.1 We shall provide the services set out on pages [1-2] for which you shall pay a service charge. This charge only applies to your home if an amount has been entered against a service on pages [1-2].

4.2 We may, after consulting the tenants affected, increase, add to, remove, reduce, or vary either the services provided or charges for the services or introduce new services for which charges may be payable.

5 **Changes in services and service charges (where applicable)**

5.1 With effect from the first Monday in April after this tenancy is granted we may increase your service charge (if it applies) at any time if we give you at least one calendar month's notice in writing, but not more than once a year unless there is a change in the services provided.

5.2 Each year, we will estimate the sum we are likely to spend in providing services to you over the coming year. That will be the service charge we will ask you to pay for the year.

5.3 At the same time, we will work out how much we have actually spent on providing services for you in the previous year. If we have overcharged you, we will reduce your service charge for the coming year. If we have undercharged you, we will increase your new service charge.

5.4 We will give you a certificate showing what is included in your service charge. When you receive your certificate you have the right, within six months of receiving it, to examine the service charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We may make a small charge to cover the cost of any copying.

5.5 We can only make reasonable service charges and the services or work we do must be of a reasonable standard. If you believe that your service charge is unreasonable (in terms of the amount charged or standard of work) you may be able to apply to the First Tier Tribunal (Property Chamber) (or a successor or replacement body) for a decision as to what is reasonable.

5.6 We may set up a sinking fund to build up a fund of money to be used for particularly expensive items of service charge expenditure we will need to incur in the future.

6 **Water, sewerage and heating charge (where applicable)**

6.1 If we enter into an arrangement with the local water and/or heating provider to collect charges on their behalf, then for so long as such arrangement continues you agree to pay a water, sewerage and/or heating charges to us.

6.2 The water, sewerage and/or heating charges (if any) which apply to your home at the start of this tenancy are entered against the relevant charge on page [2].

6.3 We may at any time and upon giving you one calendar month's notice in writing:

6.3.1 vary the relevant charges to reflect the revised charges notified to us by the water or heating provider;

6.3.2 require you to pay us these charges in accordance with condition 6.1 if you do not already do so.

7 **District heating systems (where applicable)**

7.1 If you receive heat from a district heating scheme, you have the right to information about the charges made. Your district heating charge must be paid at the same time as your rent.

7.2 The full running costs of the heating system will be calculated annually by us and you will be notified if we have overcharged or undercharged you for the amount of heating used.

7.2.1 If we have overcharged you, we will add the overcharged amount to your rent account as a credit.

7.2.2 If we have undercharged you, we will send you a written notice and you must pay the deficit within one month of notification. If any payments

remain outstanding for more than one month of the notice, we will treat this as a breach of your tenancy agreement.

8 Support charge (where applicable)

8.1 If we provide you with support services (indicated by a "support charge" on page [2]) then those services may include the provision of general advice and support in relation to all or any of the following:

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- 8.1.1 maintaining the security of your home;
- 8.1.2 maintaining the safety of your home;
- 8.1.3 standard of conduct required;
- 8.1.4 paying the rent;
- 8.1.5 maintaining your home in an appropriate condition;
- 8.1.6 giving up the tenancy at the appropriate time and moving to more appropriate accommodation;
- 8.1.7 ensuring your welfare;
- 8.1.8 other support services (excluding personal care).

8.2 We may vary the support charge at any time by giving you at least one calendar month's notice in writing of the new charge. We will usually do this when we increase your rent each year. In varying the support charge, we will limit any increase in charges for the support services provided with reference to the level of charges approved by the administering authority.

8.3 If, instead of us providing you with support services, a support provider provides you with such support services as are listed in condition 8.1, then you shall be responsible for entering into a separate agreement with that service provider with respect to the provision of those services and to pay for that support in accordance with that separate agreement and in addition to any rent and other charges which are payable in accordance with this agreement.

9 Miscellaneous charges

9.1 If you receive other services from us (indicated by "miscellaneous charge(s)" on page 2) then these other charges must be paid at the same time as your rent.

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9.2 We may vary any miscellaneous charge(s), at any time, if we give you at least one calendar month's notice in writing.

10 Outgoings

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You must meet all outgoing and other charges applying to your home whether metered or billed.

40.11 Service of notices

40.11.1 This condition gives you notice that our address for receiving legal notices, and any other communication arising from this agreement, is:

Railway House, Bruton Way, Gloucester GL1 1DG

40.211.2 Any legal notice, or any other communication arising from this tenancy agreement, shall be validly served on you if posted or delivered to or left at your home or last known address.

41.12 Altering the agreement

Except for any changes in rent, ~~or service charges, other other~~ charges or services this agreement may be altered only with the written consent of both you and us.

Section 2 - Our obligations

We agree:

42.13 Possession

To give you possession of your home at the start of the tenancy.

43.14 Tenant's right to occupy

Not to interrupt or interfere with your right peacefully to occupy your home except where:

43.14.1 access is required subject to reasonable notice, to inspect the condition of your home or to carry out repairs or other works to your home or adjoining property; or

43.214.2 we are entitled to possession at the end of the tenancy.

44.15 Repair of structure and exterior

To keep in reasonable repair the structure and exterior of your home including:

44.15.1 drains, gutters and external pipes;

44.215.2 the roof;

44.315.3 outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating but

excluding any glass (see also condition [265.1\(e\)](#) below, in relation to responsibilities relating to window glass);

[44.415.4](#) internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration;

[44.515.5](#) chimneys, chimney stacks and flues but not including sweeping;

[44.615.6](#) pathways, steps or other means of access;

[44.715.7](#) plasterwork;

[44.815.8](#) integral garages, utility rooms and stores;

[44.915.9](#) boundary walls and fences.

[45.16](#) **Repair of installations**

To keep in reasonable repair and proper working order any installation provided by us for space heating, water heating and (where relevant) supply of water, gas, electricity, drainage and rubbish disposal including:

[45.116.1](#) basins, sinks, baths, toilets, flushing systems and water pipes;

[45.216.2](#) electric wiring including sockets and switches, gas pipes and water pipes;

[45.316.3](#) water heaters, fireplaces, fitted fires and central heating installations.

[46.17](#) **Repair of common parts**

To keep in reasonable repair the common parts of your home such as (where relevant) the common entrance, halls, stairways, lifts, passageways, rubbish chutes and any other communal amenities, including their electric lighting and any communal aerials and to ensure that such common parts are fit for use by you and other occupiers of and visitors to your home.

[47.18](#) **External decorations**

To keep the exterior of your home and any common parts in a reasonable state of decoration.

[48.19](#) **Housing management**

To provide you with information on our housing management policies as required by the guidance issued by the Regulator (or its predecessor or successor body) under section 193 of the Housing and Regeneration Act 2008.

4920 **Complaints and appeals**

49.420.1 We shall establish a procedure for dealing with complaints and appeals raised by you on any matter arising from this tenancy and set out the appeal process to review our decision. The procedure shall operate in accordance with the requirements of the Regulator as laid down from time to time. We shall provide you with details of the scheme at the beginning of the tenancy and inform you of any changes.

49.220.2 If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to refer the matter to the Housing Ombudsman service.

Section 3 - Your obligations

You agree:

2021 **Possession**

To take possession of your home at the start of the tenancy and not to part with possession of your home or sub-let the whole of it.

2122 **Rent ~~and~~, service and other charges and outgoings**

21.422.1 To pay the rent and (if applicable) service and other charges weekly in advance.

21.222.2 To pay any arrears of rent, service and other charges as required by condition 3.

21.322.3 To meet all outgoings as required by condition 910.

2223 **Use of your home**

22.423.1 To use your home for residential purposes, as your only or principal home and in a reasonable and responsible manner.

22.223.2 Not to store flammable or explosive material in your home other than items stored for normal household use.

22.323.3 Not to operate any business or trade without our prior written consent and any necessary planning consent (a copy of which must be provided to us) and subject to complying with your obligations under this agreement including without limitation in condition 243.

2324 **Community responsibilities**

You are responsible for the behaviour of everyone living in or visiting your home. They must also keep under control any animals living in or visiting your home.

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This applies when they are in your home, in communal areas, on adjacent land and in the locality around your home.

23.1.24.1 Disorder, nuisance, anti-social behaviour, abuse and harassment

You, members of your household (including children) and visitors must not:

23.1.124.1.1 cause, or allow, or fail to prevent, or encourage any other person residing in or visiting your home, to cause a nuisance, annoyance or disturbance to any other person.

23.1.224.1.2 harass or threaten to harass, allow or fail to prevent, or encourage any other person residing in or visiting your home to harass any other person.

23.1.324.1.3 use, allow or encourage your home to be used for any illegal or immoral purpose;

23.1.424.1.4 be convicted of an arrestable offence committed in your home or the locality of your home;

23.1.524.1.5 damage, deface or put graffiti on our property. You will have to pay for any repairs or replacements;

23.1.624.1.6 interfere with security and safety equipment in common parts or shared areas including jamming the doors to keep them open and letting strangers in the property without identification;

23.1.724.1.7 keep illegal or unlicensed firearms or weapons at your home; discharge a firearm (including any air weapons) in your home, any communal or shared spaces and/or any land belonging to us;

23.1.824.1.8 steal, damage or remove any part of the building, fixtures, fittings or any other property belonging to us, our contractors or agents;

23.1.924.1.9 carry out any major or commercial vehicle repairs or any vehicle repair likely to cause a nuisance on or near your home, or on our land;

23.1.1024.1.10 allow or fail to prevent, or encourage any other person residing in or visiting your home to abuse, assault, threaten, harass or obstruct our employees or their families, contractors, agents or Board Members in person, by telephone, in writing or in any other way while they are carrying out their job, whether at your home or elsewhere (e.g. our Offices);

23.1.1124.1.11 inflict domestic violence or threaten violence against any other person (this could include tenants or family members living in your home or tenants in another property), including elder abuse and child abuse. You must not harass, use coercive, controlling or threatening

behaviour; or use mental, psychological, financial, emotional or sexual abuse to make anyone who lives with you such that they can no longer live peacefully in the property or leaves your home.

[23.1.12](#) [24.1.12](#) keep any animal which has been classed as dangerous under the Dangerous Wild Animals Act 1976 or under the Dangerous Dogs Act 1991.

Other people can include persons residing, visiting, working or otherwise engaging in lawful activity in the locality or any agent, employee or contractor of ours whether in the locality or elsewhere (e.g. at our offices).

[24.25](#) **Pets**

[24.25.1](#) Not to keep any animal at your home other than a normal common domestic pet and/or a small caged animal without our prior consent in writing (also see condition [24.1.12](#) above).

[24.25.2](#) Subject to condition [25.1](#) to keep under control any animals kept at or visiting your home and to ensure that they do not damage your home or other property that belongs to us or cause a nuisance or annoyance to other persons in the neighbourhood.

[24.325.3](#) To pay for any cleaning or replacement of the property that belongs to us or other property in the neighbourhood which is necessary because of your animal's actions

[25.26](#) **Repairs**

[25.26.1](#) To keep in reasonable repair and when necessary to clean and replace:

- (a) plugs and chains to wash hand basins, sinks and baths;
- (b) internal door furniture, locks, latches and coat hooks;
- (c) electrical fuses and light bulbs;
- (d) any items damaged by you, members of your household or visitors;
- (e) window glass (except where window glass damage occurs as a result of a double glazing unit failing, where you or your household or visitors have not caused the failure); and
- (f) curtain poles.

[25.226.2](#) To sweep chimneys.

[25.326.3](#) To regularly test and clean smoke alarms and any carbon monoxide detectors and when necessary replace batteries. *If you cannot undertake these tests*

yourself, for example due to a disability, and there is no one who can help you, then please report this to us.

[25-426.4](#) To take reasonable precautions to prevent frost damage.

Examples of such precautions include, but not limited to the following:

- *reporting to us if any part of your home is not properly insulated or stop taps are not working;*
- *keeping your home adequately heated;*
- *taking advantage of any insulation works that your home may be entitled to;*
- *leaving background heating on when going away from your home during a cold spell or turning the stop tap off and draining down the water system.*

[2627](#) **Security**

To keep your home secure and in particular to keep ladders or other items that could be used to break into your home out of sight and locked up.

[2728](#) **Internal decoration**

To keep the interior of your home in a reasonable state of decoration, repair and cleanliness, including repairing minor plastering defects and hairline cracks.

[2829](#) **Damage**

To make good any damage to your home or our fixtures and fittings or to the common parts caused by you or any member of your household or any visitor to your home and to pay any costs reasonably incurred by us in carrying out such works in default.

[2930](#) **Reporting repair**

To report to us promptly any repair or defect for which we are responsible in your home or the common parts as outlined in conditions [154](#) – [187](#).

[3031](#) **Access**

To allow our employees or contractors acting on our behalf access at reasonable times and subject to reasonable notice to inspect the condition of your home or any installations or to carry out repairs or other works to your home or adjoining property. (We will normally give you at least 2 working days' written notice for inspections and 10 working days' written notice for planned maintenance works and repairs but more immediate access may be required in an emergency.)

31.32 Roadways and vehicles

31.32.1 Not to block local roadways and other vehicular access, and to keep them, and car parking spaces, clear of un-roadworthy vehicles and other obstructions.

31.32.2 Not to carry out car repairs within the boundaries of the property of which your home forms part unless this is your private registered motor car and there is no nuisance caused to neighbours (see also condition 243.1.9 above).

31.32.3 Not to park caravans, boats, commercial vehicles and vans outside your home without our prior consent in writing.

31.32.4 To keep any private registered motor car(s) or motorcycle(s) in a garage, driveway to your home or hard standing, with a properly constructed dropped kerb, for which our prior consent in writing has been obtained.

32.33 Gardens and communal areas

32.33.1 To keep gardens and any garden paths in a tidy condition and free from rubbish.

32.33.2 Not to cut down or lop any trees, shrubs or bushes or dig out hedges growing in communal gardens without our prior consent in writing.

32.33.3 Regardless of whether a caretaking or cleaning service is provided, keep clean (together with other residents) communal areas (including stairs, landings, entrance halls, lifts, bin areas, communal paths and similar shared areas) and keep such areas tidy and free of litter, rubbish, obstruction and hazards.

33.34 Aerials and satellite dishes

Not to erect any aerials or satellite dishes without our prior consent in writing as well as any necessary planning permission, and in any event to ensure that any aerial or satellite dish is discrete and does not cause a nuisance to neighbours or any damage to your home. To pay for any cost of fixing, maintaining, or removal of such aerials or satellite dishes.

34.35 Outside structures

To maintain in a good state of repair and decoration the exterior of any shed, store, greenhouse, fencing or other structure unless we (or Gloucester City Council before us) agreed to take this responsibility.

35.36 Insurance

You are advised to insure the contents of your home, your possessions and, in particular, any items for which you are responsible under this agreement (such as internal redecoration following fire, flood etc.)

3637 **Assignment**

Not to assign the tenancy except:

36-137.1 in furtherance of a court order; or

36-237.2 with our prior consent in writing when exercising the right to exchange set out in condition 519; or

36-337.3 when assigning the tenancy to someone who would have been qualified under condition 524 to succeed to the tenancy if you had died.

3738 **Overcrowding**

Not to allow more than the number of persons shown on page 2 to live at your home.

3839 **Lodgers**

To tell us the name, age and sex of the intended lodger and of the accommodation he or she will occupy.

3940 **Sub-letting**

39-140.1 Not to grant a sub-tenancy of the whole of your home.

39-240.2 Not to grant a sub-tenancy of any part of your home without first obtaining our prior consent in writing.

4041 **Absence from your home**

To inform us in writing and if possible in advance, if you are or expect to be absent from your home for four weeks or more.

4142 **Ending the tenancy**

41-142.1 To give us at least four weeks' notice in writing ending on a Sunday, when you wish to end the tenancy, unless we agree to a notice ending on a day other than a Sunday. If we agree to end your tenancy on a day other than a Sunday, then you agree to pay us the due proportion of your rent and other charges in respect of the part-week period.

41-242.2 To give us vacant possession of your home at the end of the tenancy. To remove all furniture, personal possessions and rubbish and leave your home and our fixtures and fittings in good lettable condition and repair (subject to fair wear and tear). If you fail to comply with this condition we may arrange for disposal of rubbish and cleaning of your home and otherwise making your home lettable again and may charge you for our reasonable costs of doing so.

[41.342.3](#) We do not accept any responsibility for anything you leave at your home at the end of the tenancy.

[41.442.4](#) To return all keys of your home to our office (or such other place as we may agree) on an agreed date. If you fail to return the keys at the end of the tenancy, we may continue to charge use and occupation fees until the keys are returned. If we change the locks of the property due to your failure to return the keys, we will charge you the reasonable costs of undertaking the replacement (including the cost of the replacement locks).

[4243](#) **Non-compliance with your tenancy agreement**

[42.443.1](#) To reimburse us for our costs or liabilities where these are incurred as a consequence of any breach by you of any of your obligations under this agreement.

[42.243.2](#) To pay, unless a court orders otherwise, our reasonable expenses (including VAT) properly incurred in enforcing this agreement.

Section 4 - Your rights

You have the following rights:

[4344](#) **Right to occupy**

[43.444.1](#) You have the right to occupy your home without interruption or interference from us for the duration of this tenancy (except for the obligation contained in this tenancy agreement to give access to our employees or contractors).

[43.244.2](#) Your right to occupy your home is at risk if you do not comply with the terms of this agreement.

[4445](#) **Right to take in lodgers and sub-let part of your home**

[44.445.1](#) You may take in any persons as lodgers as long as you do not grant a sub-tenancy or exceed the number of people allowed to live in your home (see page [\[2\]](#)).

[44.245.2](#) As long as you first get our written consent, you may sublet part of your home. We may give consent subject to reasonable conditions.

[4546](#) **Right to make improvements**

[45.446.1](#) You may make improvements, alterations and additions to your home provided that you have first obtained our consent in writing and all other necessary approvals (for example, planning permission or building regulations approval).

[45.246.2](#) We shall not unreasonably withhold our consent but may make it conditional upon the works being carried out to a certain standard. Failure to seek our

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consent or to comply with our conditions shall be a breach of your obligations under this tenancy and if we have to undertake work due to your default under this condition we may charge you our reasonable costs of doing so.

[45-346.3](#) You are responsible for repairing and maintaining your improvements, alterations and additions, unless we agree in writing that we will be responsible for them. We may require you to remove any improvements, alterations or additions at the end of the tenancy and to make good any damage to your home or our fixtures and fittings or to the common parts caused by the improvement, alteration or addition (or to pay any costs reasonably incurred by us in carrying out such works in default).

[4647](#) **Right to compensation for improvements**

You may have the right to claim compensation for certain approved improvements which you have made to your home. You can only apply for compensation when your tenancy ends. We will give you full details of the scheme and the qualifying improvements upon request.

[4748](#) **Right to repair**

You have the right to have certain urgent minor repairs done quickly and at no cost to you where the repair may affect health, safety or security, and where the repair has not been completed within a specified timescale. We will give you full details of the Right to Repair Scheme including a schedule of qualifying repairs upon request. Under the Right to Repair Scheme, we must pay you compensation if qualifying repairs are not done within set timescales.

[4849](#) **Right to consultation**

We will consult you, on general matters affecting your home and your tenancy, before making changes to housing management or maintenance which are likely to have a substantial effect on your tenancy.

[4950](#) **Right to information**

You have a right to information from us about the terms of this tenancy and about our repairing obligations, our policies and procedures on tenant consultation, housing allocation and transfers, and our performance as a landlord.

[5051](#) **Right to exchange**

[50-451.1](#) You have the right to exchange this tenancy ~~by way of assignment~~ with that of another assured or secure tenant of a registered provider of social housing or a local authority subject to first getting our consent in writing. We will only refuse consent in the same circumstances where a council landlord would be able to refuse consent.

~~50.251.2~~ You must not charge any premium in relation to an exchange of this tenancy.

~~54.52~~ **Right to succession**

~~51.452.1~~ If you die, certain people, who are specified in condition ~~524~~.5, may succeed to this tenancy. This condition ~~524~~ will not apply if you have already succeeded to this tenancy (either under condition ~~524~~ in this tenancy or similar succession conditions in a previous tenancy which we granted).

~~51.252.2~~ If you were granted this tenancy on the transfer of your home from Gloucester City Council to us, we will not take account of any successions before the date of the transfer.

~~51.352.3~~ We will normally only allow one succession. We may allow further successions, at our discretion.

~~51.452.4~~ In certain circumstances, if the property is larger than the needs of the successor or has been provided or adapted for an elderly or disabled person and the successor is not elderly or disabled, the successor will be offered suitable alternative accommodation.

~~51.552.5~~ **People entitled to succeed to this tenancy**

- (a) If you are a joint tenant and you die then the tenancy ~~may will~~ continue in the name of the remaining tenant.
- (b) If you are not a joint tenant and you die, the tenancy may pass to your wife, husband, civil partner or partner (this includes same sex couples) provided he or she lived with you in your home as their principal or only home at the time of your death.
- (c) If you are not a joint tenant and you do not have a wife, husband, civil partner or partner (this includes same sex couples) who lived with you in your home as their principal or only home immediately prior to your death, the tenancy may pass to a member of your family who lived with you in your home (as their principal or only home) for at least 12 months prior to your death.

If more than one member of your family has a right to the tenancy they should agree who will claim it. If they cannot agree, they could:

~~(a) all make a claim to us in writing within three months of your death and we will assess the claims, or~~

~~(b) make an application to Court~~

~~should all make a claim to us in writing within three months of your death and we will decide to whom we will offer the tenancy. We will advise who the successful claimant was to everyone who makes such a claim.~~

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[51.652.6](#) **Special succession rights**

If inheritance rules do not allow someone who qualifies under condition [524.5\(c\)](#) to take over this tenancy, we may use Ground 7 in Schedule 2 to the Housing Act 1988 to end this tenancy and grant that person a new tenancy of your home. If your home has been specially adapted and no one living in your home needs that adaptation or if your home would be larger than the person entitled to a new tenancy reasonably requires, we may offer them a tenancy of a more suitable home owned by us. The new tenancy will be on the same terms as this tenancy other than in relation to rent (and other charges) and succession.

[52.53](#) **Preserved Right to Buy**

[52.453.1](#) As long as you qualify under the legislation, you have the preserved right to buy your home under the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993 as amended.

[52.253.2](#) If you were an Introductory Tenant of Gloucester City Council immediately before we became your landlord, we will give you a [R](#)right to [B](#)buy your home as far as possible on the same terms as the [P](#)reserved [R](#)right to [B](#)buy.

[52.353.3](#) If you die, the person who takes over the tenancy under the succession rights in condition [524](#) will also take over your preserved right to buy (if you had that right).

[52.453.4](#) You will not be able to exercise the right to buy your home if you live in sheltered housing, or other housing excluded from this legislation.

[52.553.5](#) To avoid doubt, if you became the tenant under this agreement following an exchange (under condition [510](#)), you do not have a [P](#)reserved [R](#)right to [B](#)buy unless you had that right under a previous tenancy which we granted to you.

[53.54](#) **Right to acquire**

You have the [R](#)right to [A](#)acquire your home under the Housing and Regeneration Act 2008, unless you live in sheltered housing or other housing excluded from this right by that legislation, in which case you will not be able to exercise this right.

[54.55](#) **Preserved rights**

So far as possible, we agree to give you the rights in conditions [454](#) to [510](#) as they apply to a secure tenant of a council landlord and as if Sections 92-101, 104 – 106 and Schedule 3 of the Housing Act 1985 [and Schedule 14 of the Localism Act 2011](#) applied to this tenancy.

Section 5 – Tenure

55-56 Tenure

55-156.1 You shall remain an assured tenant so long as you occupy your home as your only or principal home. We can end a periodic assured non-shorthold tenancy only by obtaining a court order for possession of your home on one of the grounds listed in Schedule 2 to the Housing Act 1988.

55-256.2 We may also apply for a demotion order under Sections 6A and 20B of the Housing Act 1988. If we intend to seek a demotion order we will give you two weeks' notice in writing unless the court has allowed us to go ahead without serving notice on you.

55-356.3 If we intend to seek possession of your home, as long as this tenancy has not been demoted, we will give you four weeks' notice in writing unless:

55-3-156.3.1 we are using grounds 14 or 14A or any other statutory ground when the notice may be less than four weeks; or

55-3-256.3.2 we are using grounds which require us to 7, 9 or 16 when we will give two months' notice; or

55-3-356.3.3 the court has allowed us to go ahead without serving notice on you.

55-456.4 We agree that, unless this tenancy has been demoted, we will only serve a notice (or ask the court to allow us to go ahead without serving notice) and seek possession of your home on the grounds and in the circumstances explained in Section 6 of this tenancy agreement.

55-556.5 If this tenancy has been demoted, we may ask the court to make a possession order under other provisions of the Housing Act 1988. These give the court limited rights to refuse a possession order.

55-656.6 As well as seeking a possession and/or a demotion order, we can ask the court for an injunction, which may include a power of arrest and an exclusion order to make you comply with or stop breaching any terms of this tenancy or where you use your home for unlawful use. We may also apply for an injunction against an individual who engages in antisocial behaviour.

56-57 Cessation of assured tenancy

If the tenancy ceases to be an assured tenancy (for example if you cease to live in the property as your only or principal home) we may end the tenancy by giving you four weeks' notice in writing.

Section 6 – Grounds for possession

When seeking possession of your home under this assured tenancy, we will use the grounds for possession set out in Schedule 2 of the Housing Act 1988. If any new grounds for possession are introduced into Schedule 2 of the Housing Act 1988, we may use those grounds.

We agree not to use grounds 1-6, 8 and 11 in relation to this tenancy.

Schedule 2 of the Housing Act 1988 - Grounds for possession of dwelling-houses let on assured tenancies

Part 1 Grounds on which court must order possession:

Ground 7

The tenancy is a periodic tenancy (including a statutory periodic tenancy) or a fixed term tenancy of a dwelling-house in England, which has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than 12 months after the death of the former tenant or, if the court so directs, after the date on which, in the opinion of the court, the landlord or, in the case of joint landlords, any one of them became aware of the former tenant's death.

For the purposes of this ground, the acceptance by the landlord of rent from a new tenant after the death of the former tenant shall not be regarded as creating a new tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period or length of term of the tenancy, the premises which are let or any other term of the tenancy.

This ground does not apply to a fixed term tenancy that is a lease of a dwelling-house:

- (a) granted on payment of a premium calculated by reference to a percentage of the value of the dwellinghouse or of the cost of providing it; or
- (b) under which the lessee (or the lessee's personal representatives) will or may be entitled to a sum calculated by reference, directly or indirectly, to the value of the dwelling-house.

We will only seek to recover possession of your home on this ground in the circumstances explained in condition [524](#).

[Ground 7A – to be included when new law comes into force, although will still be available when it comes into force whether or not set out here]

Any of the following conditions is met.

Condition 1 is that:

- (a) The tenant, or a person residing in or visiting the dwelling-house, has been convicted of a serious offence, and

- (b) The serious offence:
- (i) Was committed (wholly or partly) in, or in the locality of, the dwellinghouse;
 - (ii) Was committed elsewhere against a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house; or
 - (iii) Was committed elsewhere against the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and directly or indirectly related to or affected those functions.

Condition 2 is that a court has found in relevant proceedings that the tenant, or a person residing in or visiting the dwellinghouse, has breached a provision of an injunction under Section 1 of the Antisocial Behaviour, Crime and Policing Act 2014, other than a provision requiring a person to participate in a particular activity, and:

- (a) The breach occurred in, or in the locality of, the dwelling-house; or
- (b) The breach occurred elsewhere and the provision breached was a provision intended to prevent:
 - (i) Conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house; or
 - (ii) Conduct that is capable of causing nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

Condition 3 is that the tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under Section 30 of the Antisocial Behaviour, Crime and Policing Act 2014 consisting of a breach of a provision of a criminal behaviour order prohibiting a person from doing anything described in the order, and the offence involved:

- (c) A breach that occurred in, or in the locality of, the dwelling-house; or
- (d) A breach that occurred elsewhere of a provision intended to prevent:
 - (i) Behaviour that causes or is likely to cause harassment, alarm or distress to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwellinghouse; or
 - (ii) Behaviour that causes or is likely to cause harassment, alarm or distress to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

Condition 4 is that:

- (e) The dwelling-house is or has been subject to a closure order under Section 80 of the Antisocial Behaviour, Crime and Policing Act 2014; and
- (f) Access to the dwelling-house has been prohibited (under the closure order or under a closure notice issued under Section 76 of that act) for a continuous period of more than 48 hours.

Condition 5 is that:

- (g) The tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under:
 - (i) Section 80(4) of the Environmental Protection Act 1990 (breach of abatement notice in relation to statutory nuisance); or
 - (ii) Section 82(8) of that act (breach of court order to abate statutory nuisance etc.); and
- (h) The nuisance concerned was noise emitted from the dwelling-house that was a statutory nuisance for the purposes of Part 3 of that act by virtue of Section 79(1)(g) of that act (noise emitted from premises so as to be prejudicial to health or a nuisance).

Condition 1, 2, 3, 4 or 5 is not met if:

- (i) There is an appeal against the conviction, finding or order concerned that has not been finally determined, abandoned or withdrawn; or
- (j) The final determination of the appeal results in the conviction, finding or order being overturned.

In this ground:

'relevant proceedings' means proceedings for contempt of court or proceedings under Schedule 2 to the Antisocial Behaviour, Crime and Policing Act 2014;

'serious offence' means an offence that:

- (k) Was committed on or after the day on which this ground comes into force;
- (l) Is specified, or falls within a description specified, in Schedule 2A to the Housing Act 1985 at the time the offence was committed and at the time the court is considering the matter; and
- (m) Is not an offence that is triable only summarily by virtue of Section 22 of the Magistrates' Courts Act 1980 (either-way offences where value involved is small).

When using Ground 7A, we will give tenants a right to request a review of our decision to seek possession under Ground 7A, as far as possible on the same terms as the comparable statutory right of review for secure tenants as is in force from time to time.

Part 2 Grounds on which court may order possession:

Ground 9

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

We will only seek to recover possession of your home on this ground if in addition we can show that:

- (a) *we intend within a reasonable time of obtaining possession to demolish, reconstruct or refurbish your home and/or the building of which your home forms part or an adjoining or adjacent building and cannot reasonably do so without obtaining possession; or*
- (b) *your home has features which are substantially different from those of ordinary homes which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a type provided by your home and no person residing in your home any longer does so and we require your home for occupation by such a physically disabled person; or*
- (c) *your home is one of a group of homes which it is our practice to let for occupation by people with special needs and a social service or special facility is provided near to the group of homes in order to help people with those special needs, and no other person with those special needs any longer resides in your home and we require your home for occupation by a person who has those special needs; or*
- (d) *your home is Overcrowded (within the meaning of Part X of the Housing Act 1985) in such circumstances as to render the occupier guilty of an offence; or*
- (e) *premises were made available to you on a temporary basis so that works could be carried out to your property on the understanding that on completion of the works you would move back into your property. The works have been completed and you have failed to return to your own property; or*
- (f) *a member of your family (not your spouse or civil partner or partner or a joint tenant) succeeded to your tenancy and the accommodation offered by the property is more extensive than is reasonably required by the person succeeding to the tenancy **provided that** notice of proceedings for possession have been served (or where no notice has to be served that proceedings for possession have been begun) more than six months but less than 12 months following the date of your death. Before deciding whether or not it is*

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reasonable to take action under this clause we will consider the following matters:

- i the age of the person succeeding to your tenancy;*
- ii the period during which the person succeeding to your tenancy occupied the property with you as their only or principal home;*
- iii any financial or other support given to you by the person succeeding to your tenancy.*

Ground 10

Some rent lawfully due from the tenant:

- (a) is unpaid on the date on which the proceedings for possession are begun; and
- (b) except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

Ground 12

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

Ground 13

The condition of the dwellinghouse or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any other person residing in the dwellinghouse and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

For the purposes of this ground, "common parts" means any part of a building comprising the dwellinghouse and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling-houses in which the landlord has an estate or interest.

Ground 14

The tenant or a person residing in or visiting the dwellinghouse:

- (a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality;
- (aa) has been guilty of conduct causing or likely to cause a nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or

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not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions; or

- (b) has been convicted of:
 - (i) using the dwellinghouse or allowing it to be used for immoral or illegal purposes; or
 - (ii) an indictable offence committed in, or in the locality of, the dwellinghouse.

Ground 14ZA

The tenant or an adult residing in the dwelling-house has been convicted of an indictable offence which took place during, and at the scene of, a riot in the United Kingdom.

In this Ground:

"adult" means a person aged 18 or over;

"indictable offence" does not include an offence that is triable only summarily by virtue of section 22 of the Magistrates' Courts Act 1980 (either way offences where value involved is small);

"riot" is to be construed in accordance with section 1 of the Public Order Act 1986.

This Ground applies only in relation to dwelling-houses in England.

Ground 14A

The dwelling-house was occupied (whether alone or with others) by a married couple, a couple who are civil partners of each other, a couple living together as husband and wife or a couple living together as if they were civil partners and:

- (a) one or both of the partners is a tenant of the dwellinghouse;
- (b) the landlord who is seeking possession is a non-profit registered provider of social housing, a registered social landlord or a charitable housing trust or where a dwelling-house is a social housing within the meaning of Part 2 of the Housing and Regeneration Act 2008, a profit-making registered provider of social housing;
- (c) one partner has left the dwelling-house because of violence or threats of violence by the other towards:
 - (i) that partner; or
 - (ii) a member of the family of that partner who was residing with that partner immediately before the partner left; and

(d) the court is satisfied that the partner who has left is unlikely to return.

For the purposes of this ground "registered social landlord" and "member of the family" have the same meaning as in Part I of the Housing Act 1996 and "charitable housing trust" means a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity.

Ground 15

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 16

The dwellinghouse was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment.

For the purposes of this ground, at a time when the landlord is or was the Secretary of State, employment by a health service body, as defined in Section 60(7) of the National Health Service and Community Care Act 1990 or by a Local Health Board, shall be regarded as employment by the Secretary of State.

Ground 17

The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by:

- (a) the tenant; or
- (b) a person acting at the tenant's instigation.

SECTION 9	Contact details and independent advice
	<p>This section provides you with the list of contacts if you need any information or advice about the stock transfer</p> <p>If you want independent advice, please contact the Tenant Participation Advisory Service (TPAS) whose details are below</p>

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Your Choice Team - Gloucester City Council

Herbert Warehouse
 The Docks
 Gloucester GL1 2EQ
 Tel: 0800 3134255 or 01452 310456 (please check with your phone provider if charges apply)
 Email: yourchoice@gloucester.gov.uk
 Website: www.gloucester.gov.uk

Gloucester City Homes

Railway House
 Bruton Way
 Gloucester GL1 1DG
 Tel: 0800 408 2000 or 01452 424344 (please check with your phone provider if charges apply)
 Text: 07781 482656
 Fax: 01452 833101
 Email: customerservices@gloscityhomes.co.uk
 Website: www.gloscityhomes.co.uk

Independent Tenants' Advisor

TPAS Ltd
 Suite 4b Trafford Plaza
 73 Seymour Grove
 Manchester M16 0LD
 Tel: 0800 7311619 or 0161 8683500 (please check with your phone provider if charges apply)
 Fax: 0161 877 6256
 Email: gloucesterita@tpas.org.uk
 Website: www.housingfutures.co.uk

Department for Communities and Local Government

Zone 2/D1 Eland House
Bressenden Place
London SW1E 5DU
Tel: 030 3444 0000 Email: contactus@communities.gsi.gov.uk
Website: www.communities.gov.uk

Homes and Communities Agency

Warrington
Arpley House
110 Birchwood Boulevard
Birchwood
Warrington WA3 7QH
Tel: 0300 1234 500
Email: mail@homesandcommunities.co.uk
Website: www.homesandcommunities.co.uk

National Housing Federation

Lion Court
25 Procter Street
Holborn
London WC1V 6NY
Tel: 020 7067 1010
Email: info@housing.org.uk
Website: www.housing.org.uk

SECTION 10	An explanation of terms used in this document
	This section provides you with an explanation for any specialist terms used in this document.

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At a glance (60 Second Summary)

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- You will find in this section an explanation of the various terms used in this document.
- Should there be something for which there is no explanation then please contact the Your Choice Team on: 0800 313 4255 or 01452 310456 (please check with your phone provider if charges apply) or contact by email: yourchoice@gloucester.gov.uk or visit the website: www.gloucester.gov.uk
- Or you could contact the Independent Tenants' Advisor, TPAS, on: 0800 731 1619 or 0161 868 3500 (please check with your phone provider if charges apply) or contact by email: gloucesterita@tpas.org.uk or visit the website www.housingfutures.co.uk

Affordable rent

Affordable rent is a type of rent within the Government's rent policy which can be charged by Registered Providers of social housing. Affordable rented housing has the same characteristics as social rented housing and but it is offered at a rent of up to 80% of local market rents. Affordable rent is charged usually when a Registered Provider is developing new social housing in agreement with a government investment agency.

Arms Length Management Organisation (ALMO)

An Arms Length Management Organisation is a company owned by a council to manage and improve its housing stock. Gloucester City Homes is currently an ALMO. It was set up by Gloucester City Council in 2005.

Assured Tenancy

The form of tenancy that you will get if the transfer to Gloucester City Homes goes ahead. Governed by the Housing Act 1988 it sets out your rights and obligations.

Ballot

The ballot will give all tenants, including joint tenants, the chance to vote secretly on the Council's transfer offer. It will be run independently by a specialist organisation. Neither the Council nor Gloucester City Homes will know how anyone voted. The result will be reported to all tenants. The transfer will only go ahead if the majority of voters are in favour.

Board

The governing body of Gloucester City Homes will be made up of 15 people: 5 tenants; 5 independent members; and 5 Council nominees. It will be responsible for the major decisions on what Gloucester City Homes does and will work to ensure that the

promises made to tenants are kept. Board members are not allowed to benefit financially or materially from their positions.

Customer Forum

Gloucester City Council's Customer Forum enables tenants across the City to identify service improvements, review and scrutinise our performance and agree policy. They make recommendations to the Council about key housing policy issues.

Consumer Price Index (CPI)

The official measure of inflation of consumer prices in the UK. The Government uses it for yearly pension and benefit upgrades. Government controls require the CPI figure for September to be the base for calculating the following year's rent increase.

Department for Communities and Local Government (DCLG)

The Government department that is responsible for policy on local government and housing. The final authority for housing transfer rests with its Secretary of State, advised by the Minister for Housing.

Day-to-day repairs

Individual jobs carried out on a day-to-day basis rather than in larger pre-planned programmes. They aim to cope with more urgent matters in response to reports from tenants.

Decent Homes Standard (DHS)

A Government standard for housing for councils and registered providers to achieve. It requires that a home:

- ❖ meets the current statutory minimum standard for housing
- ❖ is in a reasonable state of repair
- ❖ has reasonably modern facilities and services e.g. kitchens and bathrooms
- ❖ provides a reasonable degree of thermal comfort e.g. efficient boiler and effective insulation

Environmental Improvements (sometimes known as Community Improvements)

Programmes of repairs and improvements that would be carried out to the environment, or area outside and around your home, including works to footpaths, grassed areas, car parking, fencing.

Gloucester City Homes

An ALMO owned by the Council. It was set up in 2005 to provide landlord services and home improvements to council homes in Gloucester. If the tenants vote in favour of the transfer proposed in this document, Gloucester City Homes will become the owner and new landlord of those homes.

Governance

Term describing the role of the Gloucester City Homes' Board. It covers taking responsibility and accountability at the highest level for what Gloucester City Homes does, meeting Gloucester City Homes' legal obligations, ensuring financial strength and reliability, all in a transparent manner. Above all it is about the leadership needed to deliver promises and meet the expectations of tenants and customers.

Housing Link

A recently introduced service for older tenants, providing support for basic household tasks such as gardening, decorating and minor home improvements.

Homes and Communities Agency (HCA)

HCA is the national housing and regeneration agency for England and the Regulator of Social Housing (including Council housing and registered providers' homes) in England. It provides advice to councils on housing transfer and makes recommendations to DCLG with regard to whether stock transfers should go ahead. It also ensures that tenants are fully engaged in the process. It can intervene if social landlords fail to properly manage and maintain their homes and finances.

Housing Futures Residents Panel

The Housing Futures Residents Panel is a Sub-Committee of the Customer Forum. It is made up of tenants and a leaseholder representative who live in City Council-owned homes across the City. It includes the Chair and Vice Chairs of the Customer Forum. It was set up specifically to consider all the options the Council was considering for the future of Council housing in the City and has been able to challenge and scrutinise the options and ultimately select its preferred option – that of transferring the Council housing to Gloucester City Homes – based on a detailed knowledge and understanding of the facts and issues. It is supported by an Independent Tenant Advisor who was appointed by the Panel.

Housing Management Service

This includes everything that Gloucester City Homes does to manage and maintain the Council's homes. It covers the work involved with tenants, rents, repairs, improvements, and re-letting homes. It also includes work in communities and neighbourhoods, keeping things safe, clean and well managed.

Housing Revenue Account (HRA)

An account of expenditure and income that every Council must keep. It is separated, or "ring-fenced", from other council activities. It records tenants' rents, ~~subsidy~~, repairs and maintenance expenditure and landlord running costs.

Housing Transfer

In most of this Offer Document the word means the change of housing ownership from Gloucester City Council to Gloucester City Homes, if a majority tenants who vote, vote yes. Transfer is also a term used by housing officers to describe existing tenants moving to another home with the same landlord. No tenant will have to move home simply as a result of the transfer of ownership to Gloucester City Homes.

Independent Tenants' Adviser (ITA)

The independent organisation selected by tenants to provide good quality independent advice to tenants in the period to the end of the ballot. Your ITA is TPAS. Contact details are listed in this document.

Inflation

General term used for increases in prices and the cost of living. It is very important in housing transfers because it affects rent increases and also has to be allowed for in working out future costs. It is measured by the official Consumer Price Index

Introductory Tenancy

Form of tenancy currently given to new Council tenants. It only lasts for twelve months

Lifelink service

Run by Gloucester City Homes on behalf of the Council to provide emergency response cover for elderly and vulnerable residents across the City.

Leaseholders

Owners of Council homes, mainly flats and maisonettes, who have bought a long lease from the Council under the Right to Buy. They do not have a statutory right to vote on the transfer but, as residents of buildings that will transfer; they are kept informed throughout the process and will have their own test of opinion. [For the purposes of representation on the Gloucester City Homes' Board, a leaseholder is defined as a tenant who is resident in a dwelling belonging to Gloucester City Homes and whom occupies it on the basis of a lease granted for more than 21 years and who is resident in that dwelling.](#)

Not for Profit (Organisation)

This is an organisation that uses any surplus income to achieve its goals rather than distributing them as profit or dividends to the shareholders

Registered Provider

A provider of social housing which is registered with the Homes and Communities Agency Social Housing Regulator. For Gloucester's transfer to proceed, Gloucester City Homes will need to obtain Registered Provider status from the Homes and Communities Agency.

Secretary of State

The Secretary of State for Communities and Local Government, the senior Government minister responsible for housing transfer.

Secure Tenancy

The type of tenancy most tenants now have with Gloucester City Council.

Shared Owners

Shared owners are people who have decided to part buy and part rent their home. In England people can purchase an initial share of their home (typically between 25% and 75% of the home's value), with the option to buy a larger share in the future, and pay rent on the remaining share. The purchaser normally takes out a mortgage to pay for their share of the home's purchase price and usually pays a rent for the share of the home still owned by their landlord.

SHINE Learning Academy

The SHINE Learning Academy was launched by Gloucester City Homes in 2010 to provide tenants with access to a range of free and discounted training and development opportunities. Through partnership with organisations such as Adult Education and Gloucestershire College, over 200 development days have been provided across the City's communities including specialist training for people with support needs, life skills development such as communication and confidence building, practical skills development

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such as cookery and growing fruit and vegetables, basic IT, numeracy and literacy, money management and preparing for employment. In addition SHINE also provides bursaries to tenants needing support to access formal training.

Social Rent

Social rents are the type of rent paid by all current Council tenants and most registered providers' tenants. The Government has developed a formula for working out the rent level (called a target rent) for each type of property, which reflects its location, value, number of bedrooms and the level of average manual workers' earnings in the area compared to national earnings. This formula is used by registered providers and councils to calculate target rents. Over time, the rents for all properties move from their current weekly rent to this target rent. The majority of Gloucester City Council rents are already at target rent. The remaining 400 homes which are not will be changed to their target rent when they are re-let at some point in the future.

Supported Housing Service

Is the service provided by Gloucester City Homes to residents in 10 sheltered housing schemes and 4 semi-sheltered housing schemes and to many more elderly and vulnerable tenants living around the City. It also covers the service provided to homeless people temporarily housed in 2 homeless hostels in the City; and the Lifelink Service providing an emergency alarm service to tenants and residents in the City.

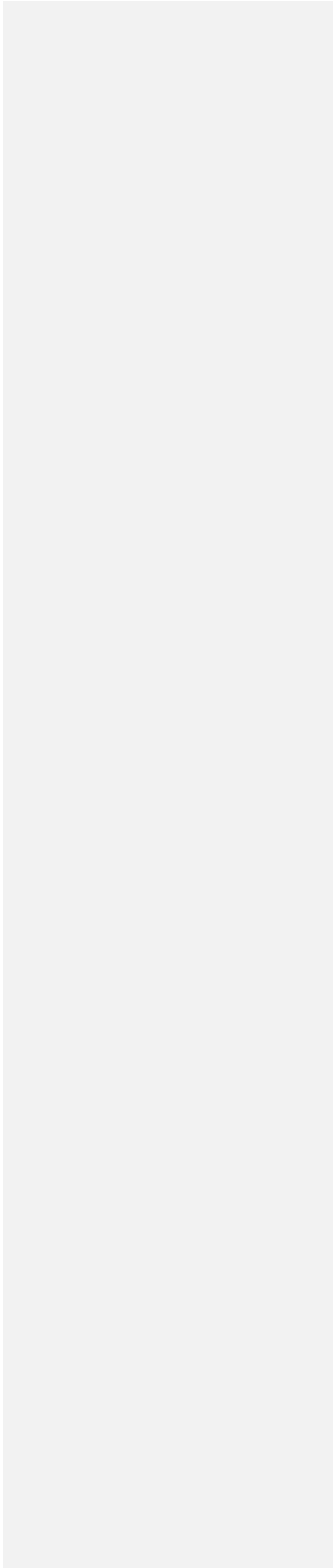
Social Landlord

General term used in the housing world to describe public and independent sector landlords including councils, ALMOs and registered providers.

Stock Condition Survey

Carried out by independent specialist surveyors, Michael Dyson Associates. It identified the work and money required now, and over the next 30 years, to get homes up to, and keep them in, an acceptable condition.

Give Your Views – Response Card



Back cover

Comment [a1]: Back cover likely to show contact details – Ashley /IPB to decide