

COUNCIL LOGO

January 2009

PROPOSED TRANSFER OF YOUR HOME TO GWYNEDD COMMUNITY HOMES

Foreword by Councillor Dyfed Edwards, Leader of the Council

I am pleased to enclose the formal consultation document setting out the Council's proposals for the transfer of ownership and management of all its homes to Gwynedd Community Homes. Gwynedd Community Homes is a new not-for-profit organisation which has been set up with the help of the Council where tenants and tenant involvement would be at the heart of the running of the organisation.

The Gwynedd Tenants' Commission has been working with Council staff on your behalf to develop the proposals contained within this document. On behalf of the Council, I would like to take the opportunity to thank them for their hard work and ongoing commitment to ensure that your wishes as tenants are at the heart of the whole process.

Whilst we, as a Council, are proud of what we have been able to achieve for tenants with the limited amount of money we have had available, the current situation is that if homes stay with the Council, and the government's policy does not change, there is no possibility of them being improved to the Welsh Housing Quality Standard.

The Council is confident that Gwynedd Community Homes would be able to secure the money required to carry out more repairs and improvements to your home than the Council would be able to and also provide a range of service improvements. Gwynedd Community Homes would plan to carry out a massive programme of investment both inside and outside your home which would include new kitchens, bathrooms, double glazing, secure front and back doors and environmental and security improvements. Much needed local jobs and apprenticeships are expected to be created, providing a huge boost to the local economy.

Your Council is confident that transfer to Gwynedd Community Homes would provide the best opportunity of providing tenants with good quality, well managed, well maintained homes at affordable rents in the future.

This document explains how transfer would bring this major investment to your homes and environment, whilst giving assurances to tenants on rents, rights and service provision. It also explains what you can expect to happen if homes remain within the Council.

The transfer would only go ahead if more than half of those tenants who vote are in favour of the proposals and the Welsh Assembly Government gives its consent. We now want to give you the opportunity to consider the proposals for yourself. The Council will then give careful consideration to what tenants have said to us and decide whether to go ahead with a ballot when tenants will be able to formally vote on the proposal.

Your views are important to us and attached to this document is a pre-paid reply slip for you to send us your comments. You can also use the same form to ask for more information. Joint tenants have each been sent a copy of the document and may make their comments separately if they wish. Please return the form to us by mid-day on xxxxxxx

This is the first stage of the process – you are not being asked to vote now. At this stage the Council simply wants to hear your comments before proceeding any further. We will consider them and send you a letter explaining any changes that result. We will then let you know whether the Council decides to go ahead with the ballot.

Over the next few weeks the Council will try to contact you in person at home to explain these proposals. If you wish to contact us, please use the Council's Freephone helpline on 0800 0304653 or call PS Consultants (your Independent Tenant Adviser) on freephone 0800 0194004 for Welsh speakers and 0800 0852207 for English Speakers.

I look forward to hearing from you

Yours sincerely

Councillor Dyfed Edwards
Leader of Gwynedd Council

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If you require this document in another format, for example Braille, large type, audio or another language please call the Council's Information line on free phone on **0800 0304653**.

Part A – Summary of the Council's Housing Transfer Proposal

60 second summary

- An overview of what transfer would mean for your rents, repairs and improvements, the housing service and your rights
- How you can comment on the Offer Document using the pre-paid reply slip in the document
- The Welsh Assembly Government's requirements to meet the Welsh Housing Quality Standard explained
- The other options the Council has considered for its housing
- Why Gwynedd Community Homes would be able to afford to carry out improvements to your home
- What the level of additional investment would be if transfer went ahead and the benefits to the economy and possible employment opportunities that could result
- What role tenants would have in the management of Gwynedd Community Homes
- What would happen if tenants vote 'yes' to the transfer
- What would happen if tenants vote 'no' to the transfer

The Proposal

What change is the Council proposing?

Gwynedd Council (the Council) is proposing to transfer the ownership and management of all its homes to a new not-for-profit local housing organisation called Gwynedd Community Homes. If transfer goes ahead, staff who provide the housing service for the Council would transfer to Gwynedd Community Homes – so tenants would continue to deal with people they know. Over 200 Councils in England and Wales have transferred all or part of their housing stock in this way to date. In Wales, tenants in Wrexham and Swansea voted against transfer. Tenants in Rhondda Cynon Taf, Monmouth, Bridgend, Torfaen, Merthyr Tydfil, Newport and Conwy have all voted in favour of transfer. Tenants in Blaenau Gwent and Ceredigion are currently being consulted on transfer.

This document is the formal Offer Document which gives you details of the Council's proposals, and outlines the promises made by the Council should the transfer to Gwynedd Community Homes go ahead.

It is for tenants to decide whether this transfer proposal should go forward. Transfer can only proceed if the majority of secure and introductory tenants voting in a secret ballot vote 'yes'.

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

The Council will consider any comments tenants make on the proposal. There is a pre-paid reply slip to help you make comments with the document. Please send your comments in to reach the Council by the date set out in the reply slip.

The Welsh Assembly Government will only agree to the transfer if it is satisfied that a majority of tenants are not opposed to the transfer. This means that the transfer would not go ahead unless a majority of tenants who vote in a ballot, vote 'yes' for transfer.

What is Gwynedd Community Homes?

Gwynedd Community Homes is a new, not-for-profit independent housing organisation based in the County of Gwynedd, which the Council has helped to set up. Gwynedd Community Homes would be managed by a Board of 12 people, 4 of whom would be tenants - giving tenants a greater say in the running of the organisation. If tenants are in favour of transfer, Gwynedd Community Homes would apply to become a Registered Social Landlord registered with and regulated by the Welsh Assembly Government.

Why is the Council asking you to consider this change?

It has always been the Council's aim to provide good quality, well managed and well maintained homes at an affordable rent. The Council would like to maintain existing levels of services and if more money was available, provide a better service. However, due to Government financial constraints over recent years the Council has not had the money to carry out the repairs and improvements needed to bring the homes up to the quality that tenants have said they want. The reasons why the Council does not have enough money are explained in this document.

The Welsh Assembly Government requires all Welsh Councils to bring their homes up to the Welsh Housing Quality Standard.

Key requirements of the Welsh Housing Quality Standard include:

- homes must be in a good state of repair
- homes must be safe and secure
- homes must be adequately heated, fuel efficient and well insulated
- homes should have modern kitchens and bathrooms
- homes should be well managed
- homes must, as far as possible, meet the specific requirements of the household (e.g. specific disabilities)
- local environments for homes should be safe and attractive places to live

An independent survey has identified that the cost of meeting the requirements of the Welsh Housing Quality Standard and carrying out other day-to-day and catch-up repairs and improvements, which tenants in Gwynedd have said they would like over the next 30 years, is over £446 million (excluding management costs and inflation) of which £136 million needs to be spent in the first five years. The Council currently projects that it would have a shortfall in the first 5 years of £81 million (or put another way, around £12,786 per property).

The Council is subject to financial restrictions imposed by the UK Government. This means that under current UK Government Policy, the Council does not have the money needed to bring homes up to the Welsh Housing Quality Standard.

Gwynedd Community Homes would not have the same financial restrictions as the Council and would be able to access the money to improve your home and services. If transfer does not go ahead, the Council would remain your landlord but due to its financial position, it would not be able to access the money required to modernise and improve homes up to the Welsh Housing Quality Standard.

The Council has concluded that, as things stand, transfer is the only feasible way to improve and modernise and maintain your home to Welsh Housing Quality Standard.

What else could the Council do?

The Council looked at the various options available, taking account of the need to reach Welsh Housing Quality Standard and what tenants said they wanted from a future housing service through a number of consultation events and at tenants' meetings.

The Council looked at what it could do to meet those wishes. The options it considered are listed below

- **Retain its homes and related services:**

The Council understands that tenants are generally happy with the Council but had to conclude that this option would not provide anywhere near the money needed to reach Welsh Housing Quality Standard. This would mean the Council would not be able to improve its homes to the expected standard and maintain its services at the current levels.

- **Use the private finance initiative:**

This involves entering into a contract with a private company for 30 years, which would then carry out the repairs and improvements

needed. However, this is not supported financially by the Welsh Assembly Government.

- **Use prudential borrowing:**

Prudential borrowing is a type of borrowing which is available to local authorities as long as they can show that they can make annual revenue savings equivalent to the charges to repay the loan. The Council cannot make sufficient savings in its Housing Revenue Account budgets to make sufficient prudential borrowing possible due to the large amount of loans required.

- **Set up an Arms-length Management Organisation (ALMO):**

In England this option can provide additional finance. However in Wales, whilst an Arms-length Management Organisation may be set up, there is no additional funding made available from the Welsh Assembly Government.

- **Stock transfer:**

This option is the option that the Council is consulting you on. It means the Council transfers the freehold ownership of its homes to another social landlord – in this case to Gwynedd Community Homes – a new one created especially for the purpose. The new landlord, free from the constraints which apply to the Council, can then borrow money to improve and maintain the homes, and tenants become the tenants of the new landlord instead of the Council. Unlike the Council, which currently has to give back 30p for every £1 of rental income to the Government, Gwynedd Community Homes would benefit from being able to use 100% of its rental income.

The Council looked at these options and after very careful consideration decided that transfer of the housing stock to a new specially created social landlord was the only viable option.

What are the key benefits of transfer?

A full works programme worth £446 million for major repairs, maintenance and improvements to the homes and estates over 30 years.

If the transfer goes ahead Gwynedd Community Homes would plan to spend £136 million in the first five years to ensure that all homes would meet Welsh Housing Quality Standard:

Compare the figures on improvements to your home and environment	
Staying with Gwynedd Council ↓	Transferring to Gwynedd Community Homes ↓
Repairs and Improvements (Council Projections)	Repairs and Improvements (Planned Spend)
£55 million over 5 years, however, there would be a shortfall of £81 million to meet the full works programme identified in the independent stock survey including meeting Welsh Housing Quality Standard	£136 million in the first five years to deliver the full works programme and achieve Welsh Housing Quality Standard

Compare the differences to your services and rights	
Staying with Gwynedd Council ↓	Transferring to Gwynedd Community Homes ↓
Services and Rights	Services and Rights
Very serious decisions would have to be taken about how best to maximise expenditure on Welsh Housing Quality Standard improvements. This could result in cuts to services.	Improvements to existing services by being responsive and developing new services according to tenants' priorities.
	Plan new environmental and safety improvement initiatives.
Existing Tenancy Agreements would remain.	Gwynedd Community Homes would use a new tenancy agreement that has been developed with tenants, which protects your key rights and entitlements and gives some new rights.

Compare the difference with your rents	
Staying with Gwynedd Council ↓	Transferring to Gwynedd Community Homes ↓
Rents	Rents
Rent increases subject to the Welsh Assembly Government's policy.	The same Welsh Assembly Government policies on rent increases would apply.
Rents would move towards the Welsh Assembly Government's benchmark rents whether or not your home is	Projections show that rents would still move towards the Welsh Assembly Government's benchmark rents at the

improved, and the rate of increase will be determined by the Welsh Assembly Government in this period	same rate as if you remained with the Council, but your homes and services would also be improved so you would get more for your rent money.
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Compare the difference on your service charges	
Staying with Gwynedd Council ↓	Transferring to Gwynedd Community Homes ↓
Service Charges	Service Charges
Current service charges would continue	No new service charges would be introduced for services you receive before transfer if you do not pay a service charge for them to the Council.

Compare the difference in value for your rent money	
Staying with Gwynedd Council ↓	Transferring to Gwynedd Community Homes ↓
Value for Your Rent Money	Value for Your Rent Money
The Council would continue with its current investment programme, but would be unable to offer the same level of investment in your homes as Gwynedd Community Homes and would not have additional resources to develop services.	You'd get more for your rent money. Gwynedd Community Homes would have a fully funded 30 year Business Plan. It would be able to guarantee investment in your homes and would have more resources to develop services.

A fundamental principle of the transfer proposal is to ensure that transferring tenants would not be worse off than if they stayed with the Council. In many ways, tenants would be better off; the key features here are:

- **A £446 million investment programme for tenants' homes over 30 years, £136 million of which would be planned to be spent in the first five years**
- **£81 million additional investment (over and above what the Council currently has available) would become available within five years after transfer. This would be a major boost to the economy of Gwynedd.**
- **Possible creation of employment and regeneration opportunities that would benefit communities**

- **Significant investment in security and crime prevention measures**
- **Rents would remain regulated by the Welsh Assembly Government**
- **Direct involvement of tenants in the management of Gwynedd Community Homes**
- **Council staff would transfer so you would continue to deal with the people you know**
- **Tenants' key rights would be protected**
- **Significant improvement to sheltered housing schemes and the provision of services for older, vulnerable and disabled tenants**
- **Creation of a Community Investment Fund (£250k per annum for the first five years after transfer) that would benefit local communities**

How would transfer be funded and what financial support would the Welsh Assembly Government provide?

In relation to the major investment to be made in the homes, Gwynedd Community Homes has prepared a 30 year business plan that demonstrates it would be able to borrow the money needed from lenders such as banks and building societies. The loans would usually be taken out for around 30 years, much like in a conventional mortgage arrangement. Gwynedd Community Homes would have the money to pay back these loans, as it is able to keep and use all of the money it receives from your rent on repairing and improving your homes and services.

In addition, as the cost of bringing the homes up to the Welsh Housing Quality Standard and maintaining them in the future is higher than the rent income that these homes would generate, the Welsh Assembly Government would provide funding to bridge the gap.

This gap funding by the Welsh Assembly Government means that when added to the rent income, there would be enough money to pay for all the repairs and improvements outlined in this offer as well as the costs of the housing service.

Why would Gwynedd Community Homes be in a better financial position than the Council?

There are strict rules controlling the way in which Council housing is funded. Different financial rules apply to organisations like Gwynedd Community Homes.

The following table compares the Council's current financial position with what the position would be for Gwynedd Community Homes should tenants vote in favour of transfer and it takes place.

Money paid to the Welsh Assembly Government	
The Council	Gwynedd Community Homes
<ul style="list-style-type: none"> On average £16.90 per week, per home, paid in tenants' rent is 'clawed back' from the Council by the Welsh Assembly Government under the Housing Subsidy Rules. This amounts to around £5.6 million of tenants' rent paid this year. 	<ul style="list-style-type: none"> The claw back does not apply to Gwynedd Community Homes. Every penny in every £1 could be spent on running the housing service and making improvements to homes.
Borrowing	
The Council	Gwynedd Community Homes
<ul style="list-style-type: none"> Because the Council is restricted by Housing Subsidy rules, the Council does not have the income available to meet extra cost of interest and loan repayments on the amount of money it would need to borrow. 	<ul style="list-style-type: none"> Being outside the Housing Subsidy Rules frees up resources to finance the loans needed to deliver the services and improvements which tenants have said they want. The Welsh Assembly Government would make available gap funding to help pay for the promises set out in this document. This funding would be equivalent to the Major Repair Allowance that the Council has available to spend on major repairs every year. This funding is only available through transfer.
Income from Right to Buy sales	
The Council	Gwynedd Community Homes
<ul style="list-style-type: none"> Can only use 25% of the 	<ul style="list-style-type: none"> All the money from Right to

money received from Right to Buy sales.	Buy Sales could be used.
Housing debt	
The Council	Gwynedd Community Homes
<ul style="list-style-type: none">• The Council would be reliant on continuing housing subsidy to pay off existing housing debt (currently £15.5 million).	<ul style="list-style-type: none">• The Treasury would wipe out the existing Council housing debt so Gwynedd Community Homes would start life debt free.• The Treasury would only do this if transfer takes place, not if homes remain with the Council

These figures show the favourable financial position of Gwynedd Community Homes in comparison with the Council.

How is the price that Gwynedd Community Homes would pay for the homes transferred to it calculated?

The price that Gwynedd Community Homes would pay is based on a Government formula known as "Tenanted Market Value" and this differs greatly to that used in an open market sale or to a tenant under the Right to Buy. This method seeks to balance the income (mainly from rents) received by Gwynedd Community Homes over 30 years against the costs of delivering the repair, modernisation and improvement programmes and the costs of managing the homes over the period.

This valuation takes account of:

- the fact that the housing must be kept available for rent at affordable levels with tenants keeping their security of tenure
- the likely rents payable by tenants over a 30 year period
- the costs of managing and improving the homes over that period
- the cost of the significant programme of repairs and improvements that are planned by Gwynedd Community Homes
- the cost of carrying out the other promises set out in this document

This calculation produces a negative value due to the enormous amount of repair and improvement work that is required, and the huge costs involved in

carrying out this work. It is because of this negative value that gap-funding is needed from the Welsh Assembly Government. Without this financial assistance, the transfer could not go ahead.

What would be the Council's housing role after transfer?

If the transfer goes ahead, the Council would no longer be your landlord, but it would:

- be closely involved with Gwynedd Community Homes by having 4 Council Members on the Board of Management
- monitor the performance of Gwynedd Community Homes to make sure that it carries out the promises set out in this document.
- continue to identify local housing needs and develop plans to meet them
- keep its legal duty towards the homeless and continue to provide homeless and housing advice services
- make sure that Gwynedd Community Homes plays its part in letting homes to local people in need. The Council and Gwynedd Community Homes would enter into an agreement which would allow the Council to nominate people from the housing register into vacant properties of Gwynedd Community Homes
- set the priorities for the distribution of the Welsh Assembly Government's Social Housing Grant funding for new affordable housing
- continue to improve the environment on the estates by working with other agencies and the police to tackle anti-social behaviour and crime
- continue to process housing benefit and council tax benefit applications
- continue to play a wider role in contributing to the renewal and regeneration of neighbourhoods in Gwynedd
- continue to provide other non-housing services, including refuse collection, environmental health, planning and leisure services etc
- continue to provide and facilitate aids and adaptations for disabled households to private sector tenants and owner occupiers
- continue to provide a private sector housing conditions enforcement role
- continue to support housing renewal areas (private sector housing improvements)

Gwynedd Community Homes would also have regular meetings with Council officers to discuss matters of mutual interest, future strategy and improvement planning.

What would be Gwynedd Councillors' role after transfer?

Councillors' role in the housing service will change after transfer. However, Councillors would still be able to act on your behalf if you have problems with your housing just as they do now . Gwynedd Community Homes would establish a written protocol with Councillors which will provide them with dedicated contact points with senior officers of Gwynedd Community Homes so Councillors could continue to represent any concerns you may have.

If transfer went ahead the Council would have an important role in monitoring the transfer agreement set up between Gwynedd Community Homes and the Council. Regular meetings and progress reports would occur.

What is the planned timetable for consultation?

Stage 1 (winter, early 2009):

- This is the period of formal consultation on this Offer Document . Council staff would take every opportunity to meet you to discuss the proposal during this stage. There will be meetings for tenants, home visits by staff, and a short DVD produced by the Council.

Analysis of Stage 1:

- The Council will consider tenants' comments on the transfer proposal. The Council will decide whether this proposal needs to be altered and whether to go ahead with the ballot of all the Council's secure and introductory tenants. If the Council decides not to go ahead with the ballot then the process stops and the transfer proposal goes no further.

Stage 2 (spring 2009):

- If the Council decides to go ahead you would be sent a letter called the Stage 2 Notice. This would describe what changes, if any, have been made to this proposal and whether the Council has decided to proceed to a ballot. It will also explain your right to make representations to the Welsh Assembly Government.
- A confidential ballot would be organised by an independent organisation, Electoral Reform Services. Every secure and introductory tenant would have a vote. This means that joint tenants would each have separate ballot papers. Neither the Council nor Gwynedd Community Homes would know which way you have voted.

If the ballot result is in favour of transfer and the Council agrees to go ahead, the Council must then ask the Welsh Assembly Government to give its consent before the transfer can take place. If the Assembly gives its consent, the actual legal transfer of the ownership and management of the housing stock should take place within twelve months of the ballot, sometime in 2010.

Where can you go for more information?

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

- call the Council's freephone Helpline on 0800 0304653
- your Independent Tenant Adviser, PS Consultants, has been consulted about every aspect of the Council's proposal and it has acted on behalf of all tenants to influence the details contained in this document. If you are concerned about any aspect of the proposal and want an independent opinion, you can contact PS Consultants either by writing to them at: PS Consultants, 12 Berry Square, Whithall Lane, Blackrod, Bolton BL6 5DU or by telephoning them on freephone 0800 0194004 for Welsh speakers or 0800 0852207 for English speakers. Any message left on the answerphone will be responded to by the next working day. PS Consultants can also be contacted at enquiries@psconsultants.org.uk. You will not be charged for this service.
- see **Part K** for details of more information

Who are PS Consultants and how were they chosen?

PS Consultants is the organisation which has been providing independent advice and training to tenants of the Council. The decision to recommend their appointment was taken by the Gwynedd Tenants' Commission. Members interviewed several companies and chose PS Consultants because they were of the opinion that the company would provide you with the best independent advice on the proposal for the transfer of the Council's housing stock.

Together with the Gwynedd Tenants' Commission, PS Consultants has helped to prepare this proposal for your consideration and were involved in looking at the options available to the Council for the future of its homes.

What would happen if tenants vote yes?

If a majority of tenants who vote, vote in favour of the transfer, and it goes ahead, all homes would transfer to Gwynedd Community Homes, who would then start to carry out the promises set out in this document.

What would happen if tenants vote no?

If the majority of tenants voting vote no, then the transfer would not go ahead and the Council would remain as your landlord. The Council would deliver as good a service as it could with the resources available, but as things stand it would not have the money and other resources to carry out the same programme of repairs and improvements as Gwynedd Community Homes could, to bring homes up to Welsh Housing Quality Standard.

The Council has looked at a range of other options for the Council's housing, as well as other possible ways of raising the money needed – but none of the other available options can provide the same levels of investment in the homes and the housing service as the proposed housing transfer.

Independent analysis shows the Council needs to spend £136 million on homes over the next five years. Without transfer the Council projects it would only have £55 million available to spend (at today's prices) leaving a major shortfall of £81 million. Even if the Council makes significant savings such as those listed below, amounting to approximately £900k per annum, the shortfall would still only reduce to £76 million:

- Cut back grass cutting and collection services
- Reduce regular tree cutting
- Abolish housing allocation panels
- Abolish door to door rent collection arrangements
- Charge for community houses, shops and flats
- Introduce charges for vulnerable tenants for Warden and Emergency Alarm services who previously had been protected from these charges
- Reduce the Council's other priority capital programmes by £500k per annum and use this money for Welsh Housing Quality Standard works.

In addition the Council may have to consider further cuts to services to get as close as possible to Welsh Housing Quality Standard, which could include:

- Significant reductions to staffing, including building maintenance staff
- Closure of locally based offices and depots
- Non-urgent repairs cut back
- Generally cutting service levels
- Increasing rents, including garage rents
- Introducing more service charges

This is why the Council has concluded that transfer is the best way forward. This is your opportunity to make up your own mind about the proposal.

Part B – The rent and other charges you would pay

60 second summary

- Whether you are a tenant of the Council or Gwynedd Community Homes your rents would be brought into line with the Welsh Assembly Government's benchmark rents
- Under current Welsh Assembly Government policy, rent increases are projected to be the same each year whether homes transfer to Gwynedd Community Homes or remain with the Council, until benchmark rents are achieved
- After benchmark rents are achieved, Gwynedd Community Homes' rents would remain at affordable levels and be subject to Welsh Assembly Government policy on rent increases
- Gwynedd Community Homes would be able to use all of your rent money, unlike the Council which has to pay 30p of every £1 of your rent money back to the Welsh Assembly Government
- Rents would be set in line with Welsh Assembly Government's rules designed to ensure a fair and affordable rent system
- You would get more for your rent money with Gwynedd Community Homes
- There would be no new service charges for existing services, no hidden service charges and no hidden increases in service charges
- Your entitlement to claim Housing Benefit and Council Tax Benefit would not be affected by transfer

How much of tenants' rent is 'clawed back' from the Council by the Welsh Assembly Government?

Currently, under the Housing Subsidy Rules, 30p of every £1 is 'clawed-back' from the Council by the Welsh Assembly Government. The 'claw back' does not apply to Gwynedd Community Homes. Every penny in every £1 could be spent on running the housing service and making improvements to homes. Tenants would therefore get more for their rent money with Gwynedd Community Homes.

What would happen to rents if transfer goes ahead?

The Welsh Assembly Government's rent setting policy aims to ensure over time that rent levels for both councils and Registered Social Landlords like Gwynedd Community Homes are set at similar levels for similar properties in similar locations. This policy requires all Welsh councils and Registered Social Landlords to reach what are known as "benchmark" rents for their properties. This is known as Rent Convergence.

The key difference is that with transfer to Gwynedd Community Homes, tenants would get much more for their rent money in terms of improvements to their homes and to the services they receive (**see Parts C and D**)

Rent Convergence

Under the Welsh Assembly Government's current policy therefore, Council rents and Registered Social Landlord rents will become the same for similar types of properties, whether they meet the Welsh Housing Quality Standard or not. To make this happen, guideline Council rents are being increased by the Welsh Assembly Government by more than Registered Social Landlord rents.

In Gwynedd, rents for some properties are currently above the benchmark rent, and some rents are currently below. Those rents that are above must decrease to meet the benchmark and those rents that are below must increase until the benchmark is reached.

Under the Welsh Assembly Government policy this process of rent convergence will happen whether transfer happens or not. The intention is to even out the difference between Council rents, which are generally lower, and Registered Social Landlord rents.

What does this mean in real money?

The table below compares projected rent increases for an existing tenant under both Gwynedd Council and Gwynedd Community Homes

These figures are based on an average rent and current Welsh Assembly Government policy. They assume that guideline rents determined by the Welsh Assembly Government for Gwynedd Council will continue to increase at 2.56% above inflation each year as they have done in recent years until benchmark rents are reached. Benchmark rents are increased in line with current Welsh Assembly Government policy of 1% above inflation.

Rent Year	Projected rent with Gwynedd Council	Projected rent with Gwynedd Community Homes	Benchmark Rent for Gwynedd Registered Social Landlords
	£p/w	£p/w	£p/w
2008/09	57.26		59.24
2009/10	60.16	60.16	61.31
2010/11	63.20	63.20	63.46
2011/12	65.68*	65.68*	65.68
2012/13	67.98	67.98	67.98
2013/14	70.36	70.36	70.36
2014/2015	72.82	72.82	72.82
2015/2016	75.37	75.37	75.37
2016/2017	78.01	78.01	78.01
2017/2018	80.74	80.74	80.74

*** After reaching benchmark levels rents would remain at affordable levels and remain subject to Welsh Assembly Government policy.**

NB Individual rents for particular properties may increase at different rates to the table, but taken as a whole would not increase by more than they would have done if homes had stayed with the Council and the Welsh Assembly Government's rent policy remains as it is now.

Tenants have been sent individual rent letters showing what their individual projected rents are expected to be each year as they move to benchmark.

After the Benchmark Rents are achieved

Once rents have converged to benchmark rents, Gwynedd Community Homes' Business Plan assumes that rents would only increase in line with the Welsh Assembly Government's policy on rent increases.

What would happen to service charges?

Some tenants have to pay a separate charge known as a service charge in addition to their rent. This covers the costs of providing an additional service, such as

- Communal heating systems in sheltered accommodation
- Warden services in sheltered accommodation
- 24 hour emergency alarm service in sheltered housing or other housing
- Caretaker services
- Provision and maintenance of washing machines or washer/dryers
- Provision and maintenance of kitchen equipment such as cookers and fridges

These charges would continue whether or not transfer takes place.

If you do not pay a separate service charge for a service you are receiving from the Council, you would not do so if transfer to Gwynedd Community Homes takes place – this means that no new service charges would be introduced as a result of transfer, for services you received before transfer.

In addition, Gwynedd Community Homes would not introduce new service charges unless new services are provided or tenants ask for new services in the future for which service charges were payable – and this could only happen after full consultation with the tenants and leaseholders affected.

What rents would new tenants pay?

New tenants are people who are not currently secure or introductory tenants of the Council, and who move into a home for the first time after the date of transfer. Gwynedd Community Homes would charge all new tenants the Welsh Assembly Government's benchmark rent for their home from the start of their tenancy, plus any service charges that are applicable, whether or not the property has been improved to Welsh Housing Quality Standard.

It would be Gwynedd Community Homes' policy to keep all rents at affordable levels and the Welsh Assembly Government which regulates and supervises all Registered Social Landlords in Wales would ensure that it does this.

What would happen to rents if transfer does not go ahead?

Each year, the Welsh Assembly Government advises councils of the proposed annual rent increase. This is known as the guideline rent increase. The actual rent increase for each council can be slightly different, and councils can also choose to increase rents by a higher amount. If they do this though, there is a penalty – which for Gwynedd, would be up to 70 pence for every £1 of the additional rent income. The Council's policy in the past has mostly been to increase rents by the same amount as the Welsh Assembly Government's guideline.

What methods could you use to pay your rent?

You would still be able to pay your rent in similar ways as with the Council.

Current methods of payment include:

- payment at Area Housing Offices
- payment at local post offices – Swipe Card
- payment by post (i.e. cheques/postal orders)
- standing order
- e-payment via the internet
- payment by phone
- door to door collection
- payment by deduction from salaries, where tenants are also employees of Gwynedd Community Homes

Gwynedd Community Homes would keep these methods under review, and continue to develop new methods of payment to provide you with a range of options for paying your rent, e.g. direct debit.

Gwynedd Community Homes would provide you with an easy to understand quarterly rent statement.

What about Housing Benefit and Council Tax Benefit?

The transfer would not affect your entitlement to claim Housing Benefit and Council Tax Benefit.

Benefit applications would still be made to, and assessed by, the Council. Advice and assistance in completing application forms would be available from the Council and from Gwynedd Community Homes. Gwynedd Community Homes would work with the Council's Benefit Teams to promote the option of Benefit being paid directly to it (in the same way as it is now with the Council) and provide assistance to tenants to achieve this.

Supporting People

You may be receiving support services either because you live in specialist supported housing (such as a sheltered scheme) or through someone visiting you in your home (floating support). Support services may include general counselling and support in relation to:

- maintaining your home in an appropriate condition
- contact with others to ensure your welfare
- other support services (excluding personal care)

If you currently receive support services, and the transfer goes ahead, the services you receive would not be affected by the transfer.

If you pay something towards the cost of support services, this would not change until the service charge is next reviewed, the same as it would be with the Council.

If you do not currently receive these services and require them in the future you may still access the services as you can now.

What about rent arrears?

Like the Council, Gwynedd Community Homes believes it is not fair to those tenants who do pay their rent on time, to allow a minority not to do so. However, some tenants do sometimes have financial difficulties through no fault of their own.

Gwynedd Community Homes would make early contact with any tenants who fall behind with their rent. It would work with the tenants to find a way for any arrears to be cleared or, subject to individual cases, agree for the arrears to be paid over a mutually agreed time. As a responsible social landlord, Gwynedd Community Homes would adopt a proactive 'firm, but fair' policy towards tenants' arrears.

If tenants persistently breach these arrangements Gwynedd Community Homes would take court action to end a tenancy. This would normally only occur when a tenant had failed to make an agreement to clear the arrears, or had failed to comply with an agreement to pay off the arrears without good reason.

If the transfer goes ahead, any tenant who owes arrears in rent to the Council would remain in arrears, and the arrears would remain payable.

Would there be a home contents insurance scheme?

The Council currently acts as an agent for an insurance company to provide 'low cost' contents insurance for tenants. Gwynedd Community Homes would plan to operate a similar scheme.

What would happen to garages?

Garages would be owned and managed by Gwynedd Community Homes. You would pay your garage rent to Gwynedd Community Homes.

Part C – Improving and repairing your home

60 second summary

- £136 million planned to be invested in your homes and environment in the first five years if transfer goes ahead
- The investment programme of Gwynedd Community Homes would promote local employment opportunities and be a major contributor to the economy of Gwynedd
- Homes would benefit from work including, for example, new doors and windows, fuel efficient heating systems, new kitchens and bathrooms
- Wherever possible tenants would be offered a choice of colours and styles for the internal improvements to their homes
- Tenants would be involved in the planning and performance monitoring of the works programmes. Each tenant would be consulted on the works to their home
- Gwynedd Community Homes would continue to provide a 24 hour emergency repair service 365 days a year
- Gwynedd Community Homes would offer timed appointments for all non-emergency repairs

Why are repairs and improvements needed?

In 2002, the Welsh Assembly Government introduced the Welsh Housing Quality Standard. It requires all Council and Registered Social Landlord homes in Wales to be brought up to this standard. As well as works to the properties themselves, tenants are also concerned about the condition of and security in their local communities.

In the first five years after transfer, Gwynedd Community Homes would be able to make the improvements required to homes and local communities that tenant surveys and tenant representatives consistently tell us are a priority.

How do we know what work is needed?

The Council knows that many of its homes are in need of modernisation and improvement. It has had independent Stock Condition Surveys carried out which show how much repair work is needed now, and in the future and how much it will cost.

What do the independent stock surveys show?

The results of the independent and detailed surveys show that a total of £446 million needs to be spent on your homes over the next 30 years. In the first five years after transfer, £136 million needs to be spent on your homes, including on the Welsh Housing Quality Standard. This includes the cost for day-to-day repairs and planned replacements.

The Council currently projects it would have £55 million available to spend on

modernisation, improvement works and day to day repairs in the next 5 years.

In contrast, Gwynedd Community Homes would have a budget of £136 million for modernisation, improvement works and day to day repairs in the first five years after transfer, and a further £310 million for day-to-day and periodic repairs and replacements for the 25 years after that.

When would Gwynedd Community Homes undertake the repairs and improvements?

Gwynedd Community Homes would plan to undertake the repairs, maintenance and improvements to meet the Welsh Housing Quality Standard in the first five years of transfer.

What works would be included for the £136 million?

As you can imagine the list is extensive. It would include where appropriate:

- Double glazed doors and windows
- Fuel efficient central heating systems with a package of energy efficiency measures to help keep fuel bills down
- Security features
- External improvements
- New modern kitchens and bathrooms

The following table illustrates the number of improvements that Gwynedd Community Homes would plan to carry out in the first five years after transfer based on the results of the independent stock surveys, in comparison to the number of improvements the Council currently projects it would be able to carry out if it retains ownership of the homes.

For example, Gwynedd Community Homes' business plan provides for 5000 homes to benefit from double glazed doors and windows in the first five years after transfer. With the Council this would, at best, be 2400

Type of Improvement	Gwynedd Council	Gwynedd Community Homes
	Number of homes where work would be planned to be carried out in the next 5 years	Number of homes where work would be planned to be carried out in the first 5 years after transfer
New Modern Kitchens	120	5000
New Modern Bathrooms with showers over the bath	120	4200
New Windows	1200	2500

New Boilers	100	1300
New Heating Systems	1,150	3000
New Front and Back Doors	2,400	5000
Rewiring	1,000	6000
New Roofs	150	2000
External Walls (re-render/re-point)	200	2500
Improved Communal areas	100	400

Gwynedd Community Homes would not limit its investment to programme to homes though - it would also set aside £6.3 million for environmental repairs and improvements (over the first five years after transfer).

How would Gwynedd Community Homes ensure that repairs and improvements are completed on time?

To successfully achieve its targets Gwynedd Community Homes would undertake detailed and careful planning with the aim of having a continuous rolling programme of repairs and improvement work in each area.

Wherever practicably possible, items of work would be packaged together for greatest efficiency and convenience to tenants e.g. kitchen and bathroom refurbishment could be carried out together and at the same time as new central heating and domestic plumbing systems are installed.

Once Gwynedd Community Homes has achieved Welsh Housing Quality Standard and the improvements to estates, it would have a long term investment plan to ensure that properties would be maintained in the future.

What about the quality of repairs?

Gwynedd Community Homes would monitor its performance on the range of services it provides. It would compare its performance with its own targets, as well as with the Welsh Assembly Government's Regulatory Code for Registered Social Landlords. It would seek to raise these standards by conducting regular performance reviews and monitoring by the Board of Management and various tenant consultative forums throughout the year. Each year, tenants would receive information on how well Gwynedd Community Homes is doing in meeting these standards.

If things were to go wrong, or you felt services had fallen below expected standards, a simple and clear complaints procedure would be available.

When would the works programme start?

If tenants vote 'yes' in the ballot, and transfer goes ahead, Gwynedd Community Homes would "hit the ground running". The implementation of the works programme to meet the Welsh Housing Quality Standard would start at the point of transfer. On the current timetable this could take place by the Spring of 2010.

Would non-traditional homes be included in the works Programme?

Yes. The cost of improving and maintaining non-traditional built homes has been included in the business plan.

Would there be choices in the works to be done?

Wherever possible Gwynedd Community Homes would offer choices of colours and styles for the internal improvements so that tenants may select that which best matches the décor and style of their homes. This would certainly apply, for example, to kitchens and bathrooms.

Would tenants be involved in planning the works?

Yes - see Part F

Would tenants be consulted about the works?

Yes. Each tenant would be consulted about the proposed modernisation and improvement programmes to their home before work is carried out.

If there is a 'yes' vote, it could take up to 12 months to complete the actual transfer, and during this period Gwynedd Community Homes would consult with tenants about its proposed works programme and establish more detailed plans.

Gwynedd Community Homes would aim for a fair distribution of work for all areas and tenants. It would also aim to improve some element of every property within 12 months of transfer.

Do you have to have the work done?

Gwynedd Community Homes would not force any tenant to have improvements done, unless there are health and safety or weather protection issues involved. Tenants who have carried out their own improvements would not have to have work carried out on their home provided that their own works have been approved and completed competently, safely and to the required standard. Gwynedd Community Homes may be able to offer some optional improvements to tenants who have already improved their homes to elements of Welsh Housing Quality Standard.

Would there be a rent increase for improvement works?

No. There would be no extra charge for the improvement programmes described in this document over and above the annual rent increases explained in **Part B**.

What happens if you have to move out while works are carried out?

Gwynedd Community Homes would not ordinarily expect that tenants have to move out whilst improvement works are carried out. However, where major works were being carried out, Gwynedd Community Homes would provide all the necessary support which may include moving you out on a temporary basis whilst the work is done. Gwynedd Community Homes would also pay the appropriate disturbance costs for you e.g. removal costs, disconnection/reconnection fees for telephone and satellite services.

Would you have the right to do your own improvements?

Yes. As with the Council, you would still be able to improve your home provided you receive Gwynedd Community Homes' permission in advance and any planning or other consent you may need. If you do improve your home this would not affect the level of rent you pay and you may be entitled to compensation for certain works if you end your tenancy.

Would there be demolition?

Gwynedd Community Homes has no plans for demolition. Demolition is a last resort for properties which are deemed to be uneconomical to be repaired. If Gwynedd Community Homes considered that demolition was the best option for some properties then there would be full consultation with those people affected.

How would tenants report day to day repairs?

You would be able to report a repair to Gwynedd Community Homes in the same way as you can report a repair now. This is

- by letter
- by phone, email and internet to the repairs contact centre
- by fax

These methods would be kept under review by Gwynedd Community Homes, and further methods may be introduced in the future.

Approach to repairs

At transfer Gwynedd Community Homes would adopt the Council's existing repair timescales and would look to improve them. If transfer goes ahead, Gwynedd Community Homes would plan to:

- complete repairs more quickly and to do the repairs the first time to the tenant's satisfaction
- offer timed appointments through a new appointments system for all non-emergency repairs
- work towards carrying out non-urgent repairs until early evenings on weekdays and on Saturday mornings so as to be able to offer convenient appointments for working tenants
- continue to provide a 24 hour emergency repair service 365 days a year
- be committed to ensuring that the in-house workforce maintains a central role in providing the day-to-day repairs service and planned maintenance service

Would Gwynedd Community Homes maintain your homes properly in the future?

Yes. One of the aims of the transfer proposal is to make sure that the homes are properly maintained and that there is enough money in the future to maintain the homes to the Welsh Housing Quality Standard. There is £310 million provided in Gwynedd Community Homes' 30 year business plan for day to day and planned maintenance and replacements beyond the first five years after transfer.

Gwynedd Community Homes would have a programme of planned replacements and would have the money needed to make sure that items in your homes, for example, central heating boilers and windows were replaced when they had reached the end of their useful life.

Planned maintenance

Programmes of planned maintenance works would be carried out to help ensure your home is well maintained through a commitment to:

- service all gas and solid fuel appliances each year through an appointments system
- decorate internal communal areas in sheltered schemes and blocks of flats
- maintain communal lifts, fire and smoke alarms, fire safety equipment and emergency lighting;
- inspect communal water storage vessels, for example, with respect to legionella bacteria, and carrying out fire safety inspections to communal buildings
- maintain appropriate 'open spaces' on estates, ensure that trees and shrubs are trimmed as necessary and offer replanting when considered beneficial. Grass cutting and collection would also be carried out
- implement an annual programme for external painting

These programmes would also include, where necessary, works associated with the removal and management of asbestos within your homes.

Would Gwynedd Community Homes support local employment and training initiatives?

As a major contributor to the economy of the County of Gwynedd, Gwynedd Community Homes would aim to:

- use the major planned repairs work to provide employment opportunities through local labour agreements
- promote modern apprenticeships across the repair service
- provide training with recognised qualifications to promote a multi-skilled workforce
- extend training opportunities by working in partnership with local training providers
- work with suppliers and contractors to provide local employment and training opportunities

Part D – Delivering better local services

60 second summary

- Gwynedd Community Homes would be committed to providing high quality local services throughout the County of Gwynedd
- Gwynedd Community Homes would improve existing and develop new services. These would include:
 - Tackling crime and anti-social behaviour, for example, by establishing a dedicated team which includes community wardens which would operate in more areas than the Council does now
 - Consulting tenants on the possible introduction of a tenancy reward scheme
 - Looking at improving the target response times when you report a repair
 - Looking at enabling repair operatives to diagnose and carry out additional repairs on site
 - Offering timed appointments to tenants by introducing a new timed repairs appointments service for all non-emergency repairs within 12 months of transfer
 - Introducing a decorating service for our older, vulnerable and disabled tenants which they could opt to use and for which an 'at cost' charge would be made
 - Investigating the development of an 'at cost' housing handyperson service to undertake small jobs for our older, vulnerable and disabled tenants
- Gwynedd Community Homes would introduce an annual £250,000 Community Improvement Fund for the first 5 years following transfer which would be targeted through consultation with local tenants' and residents' groups and established Area Forums. It would typically be used for:
 - the creation of off street parking
 - enhanced security measures, improved lighting
 - community safety initiatives

Who would provide the housing service?

Following transfer, employees from the housing management and repairs and maintenance sections of the Council, together with related support service employees, would transfer to Gwynedd Community Homes with their terms and conditions protected. You would therefore continue to deal with people you know. There would be a limited number of housing employees who would remain with the Council e.g. housing staff who deal with homelessness, housing advice, and strategic housing work.

Gwynedd Community Homes would be committed to maintaining and improving existing services. Most importantly, Gwynedd Community Homes

would continue to provide locally based services within Gwynedd, ensuring that you have access to advice and assistance on:

- rents (**see Part B**)
- tenancy management and tenancy conditions including anti-social behaviour (**see Part L**)
- day to day repairs and improvements to your home (**see Part C**)
- sheltered housing and community and lifeline alarm services (**see Part E**)

How would Gwynedd Community Homes improve services to your homes and estates?

Gwynedd Community Homes would constantly try to improve its services and would continue to provide locally based services. It would seek your views on the quality of the service it provides.

Gwynedd Community Homes would:

Tackle crime and Anti Social Behaviour

- establish a dedicated in-house anti-social behaviour team so that quicker action can be taken on nuisance and anti-social behaviour
- robustly enforce tenancy agreement conditions using recognised best practice

Day to day repairs

- offer timed appointments through a new appointments system for all non-emergency repairs
- aim to improve the target response times when you report a repair
- introduce an opt-in decorating service for which an 'at cost' charge would be made for our older, vulnerable and disabled tenants
- ensure all persons undertaking housing repairs follow a code of conduct to ensure high standards of customer care
- continually review the quality of work and tenants' satisfaction

Planned maintenance

- continue the planned maintenance programmes for works such as servicing gas and solid fuel appliances
- complete any current Council programmes in line with commitments already given to tenants
- implement an annual programme for external painting
- review the current state of windows and external doors and plan to replace them as needed as part of the works programme to respond to tenants' concerns

Ensure the quality of services

- work closely with you to develop the sort of housing service you want
- achieve consistency of services
- provide local surgeries on specific estates and expand these to other key neighbourhoods
- make it easy to contact Gwynedd Community Homes, by phone, email or personal contact so that enquiries can be dealt with quickly
- involve you in decisions on improvement programmes that affect you
- provide training in customer care to all members of staff
- identify the officers responsible for service delivery in each neighbourhood and area
- ensure that housing staff spend more time in their communities, including senior management
- continue to provide locally based services and ensure that you have access to advice and assistance when you need it, be it in Arfon, Dwyfor, or Meirionnydd
- plan to continue the optional tenants' contents insurance scheme
- comply with equal opportunities legislation and best practice
- consult tenants on the possible introduction of a tenancy reward scheme which would reward tenants who keep up to date with their rent payments and maintain other tenancy conditions

Gwynedd Community Homes would also plan to:

- investigate the development of an 'at cost' housing handyperson service to undertake small jobs such as putting up curtain rails and shelving particularly for older, vulnerable and disabled tenants
- enable repair operatives to diagnose and carry out additional repairs on site
- keep to and improve upon the Welsh Assembly Government's priority timescales for the completion of repair work, and ensure that all tenants are aware of the timescale
- use the tenant participation process to review both the repair priority categories and the repair target times
- extend non-urgent repairs until early evenings on weekdays and provide repairs on Saturday mornings so as to be able to offer convenient appointments for working tenants.
- produce a new tenants' handbook in different easy to read formats and audio format
- introduce an estate based countywide warden service. Wardens would have responsibility for community support, caring for the estate environment, reducing crime and the fear of crime and deterring anti-social behaviour. The team would have patrolling duties and budgets to remove fly tipping and litter

In partnership with you, Gwynedd Community Homes would regularly review the way in which it delivers services to make sure it learns from its mistakes to ensure that services continue to be:

- tenant focused
- caring and responsive
- meeting the needs of local communities
- consistent, effective and efficient
- offer good value for money for its tenants

How would Gwynedd Community Homes improve my community?

Gwynedd Community Homes would work closely with residents and other public bodies like the Council and its Councillors, the Local Health Board, the Police, and Voluntary Agencies to help local communities tackle problems and improve their quality of life. Gwynedd Community Homes would also work in partnership with others, including the employment services such as Job Centre Plus, to tackle social exclusion and support neighbourhood renewal initiatives. Gwynedd Community Homes would consult with tenants about the need for extra specialist staff to try to help tenants improve the quality of life locally for example by tackling neighbour nuisance or offering advice and assistance with benefit claims.

How would Gwynedd Community Homes tackle nuisance and anti-social behaviour?

Anti-social behaviour is a problem that affects all parts of a community and cannot be solved by social landlords alone. Gwynedd Community Homes recognises this and would work with tenants, local partners and agencies such as the Council and the Police in robust partnerships to tackle anti-social behaviour, resolve local issues and improve neighbourhoods.

This would include:

Tackling crime and anti-social behaviour

- establishing an anti-social behaviour team as a skilled and dedicated service to deal with anti-social behaviour within Gwynedd Community Homes' housing stock
- dealing with anti-social behaviour in a firm way, aiming to discourage such behaviour in the first instance and give appropriate support to its victims as an integral part of the service
- having policies and procedures in place to deal with anti-social behaviour, including racial harassment and hate crime
- robustly enforcing the tenancy agreement to those tenants who breach tenancy conditions by using all available legal remedies as appropriate. These could include mediation, Anti-Social Behaviour Orders, Possession Orders, injunctions, evictions, demotion of tenancies and Acceptable Behaviour Contracts.

Providing support to victims of crime

- providing appropriate support to complainants and witnesses
- undertaking regular training for staff on witness and victim support and anti-social behaviour issues and complaints procedures

Domestic violence

- dealing with domestic violence in conjunction with the Police and other partners

Re-charging tenants for damage

- recharging the tenants responsible for any repair work that Gwynedd Community Homes has to carry out as a consequence of anti-social behaviour

Best practice

- investigating the introduction of an optional annual courtesy visit by appropriate staff to all tenants
- working towards adopting proven best practice across all of our homes
- issuing all new tenants with a probationary tenancy and aiming to carry out follow-up visits to new tenants at the end of the probationary period prior to their moving on to a full assured tenancy

Maintaining the environment

Gwynedd Community Homes recognises that investing in the buildings where tenants live is not enough on its own. Both Gwynedd Community Homes and tenants would want homes to be in an environment that they can all be proud of. To achieve this, Gwynedd Community Homes would:

- introduce an annual £250,000 Community Improvement Fund for the first 5 years which would be targeted through consultation with local tenants' and residents' groups and established Area Forums, overseen by a partnership panel of tenant members and staff. The budget could pay for individual projects such as fencing, street lighting, parking improvements, community safety initiatives or for play equipment for young people
- plan to improve the local environment by improving grass cutting and ground maintenance standards on its land and having regular monitored inspections by tenants and Gwynedd Community Homes' staff

Would I be able to complain to, or about, Gwynedd Community Homes?

Gwynedd Community Homes recognises that complaints from tenants can be a valuable source of feedback on service delivery. Gwynedd Community

Homes would have a Complaints Policy and an officer responsible for ensuring that any comments and complaints are replied to and dealt with.

The policy would include a step-by-step procedure for those wishing to complain which would be developed in consultation with tenants before any transfer. If Gwynedd Community Homes could not settle your complaint informally, you would be able to make a complaint through its published complaints procedure.

Gwynedd Community Homes would have to become a member of the Public Services Ombudsman for Wales scheme. If you were still unhappy after going through the complaints procedure, you would be able to contact the Public Services Ombudsman for Wales. This is the same body as tenants with complaints about the Council would contact now. Gwynedd Community Homes would be expected to comply with any recommendation made by the Public Services Ombudsman for Wales after investigating your complaint.

You would also be able to contact one of your local Councillors, your Assembly Member or your local MP, in the same way as you can now.

Equal opportunities

Gwynedd Community Homes would do its best to provide access to information and services in a way that most suits your needs. For people with disabilities or for whom Welsh or English is not a first language, we would try to provide extra help, such as:

- making any published material available in appropriate formats e.g. audio, in different languages, Braille or in large print
- offering to provide an interpreter for anyone who needs it
- providing a British Sign Language (BSL) interpreter if necessary

Gwynedd Community Homes would adopt an Equal Opportunities Policy. This would be used to ensure equality in the delivery of services and equality of access and opportunity in employment.

Part E – The sheltered housing scheme and services for older, vulnerable and disabled tenants

60 second summary

- Gwynedd Community Homes would be committed to the provision of high quality housing services for older, vulnerable and disabled people that builds on and goes beyond those currently provided by the Council
- Sheltered Housing Wardens would transfer to Gwynedd Community Homes
- Gwynedd Community Homes would introduce a decorating scheme which older, vulnerable and disabled tenants could opt to use and which would be charged 'at cost'
- Gwynedd Community Homes would investigate the development of a handyman service to be charged 'at cost' which could include gardening and window cleaning services
- A range of security measures would be delivered including security lighting, improved fencing and door entry systems

Continuing services for older people

A transfer to Gwynedd Community Homes would bring much needed investment to all aspects of the housing service. One area of particular importance is the provision of modern facilities and services for older, vulnerable and disabled tenants, so that they can enjoy their independence in their own home or, for those who wish, in sheltered accommodation.

Approximately 400 of the Council's housing stock are designated sheltered housing with many other homes occupied by older, vulnerable and disabled tenants. Gwynedd Community Homes therefore recognises how important it is to develop a wider range of services for these tenants.

If the transfer goes ahead, Gwynedd Community Homes would plan to continue to provide the housing services for older, vulnerable and disabled people that are currently provided by the Council. These would include:

- continuing the existing Sheltered Housing Warden Service to tenants in older people's accommodation so that daily contact is maintained
- continuing to provide the reassurance of the centrally controlled 24 hour monitoring service for all sheltered housing tenants
- continuing to ensure access to the 24 hour emergency alarm service for those who do not live in sheltered housing
- continuing to provide concessionary TV licences as long as the regulations permit

Sheltered Housing Wardens are currently employed by the Council. If the transfer goes ahead, these staff would automatically transfer to Gwynedd Community Homes, so you would still meet and deal with the people you

know.

Gwynedd Community Homes would work with the Social Services department of the Council and health professionals to help ensure the provision of care to those tenants who need it.

What service improvements could you expect?

Gwynedd Community Homes would introduce a range of services for older, vulnerable and disabled tenants. You would benefit from these services whether or not you live in sheltered housing. These improvements could include where appropriate:

- introducing a decorating scheme which tenants could opt to use and for which an 'at cost' charge would be made
- subject to a Social Services assessment and where practical, tenants would be given a choice of a replacement bath with shower above *or* walk in shower, when bathroom replacement programmes are carried out
- disabled tenants who receive home improvements or practical adaptations to help them remain in their homes longer would be fully consulted with regards to their needs. Subject to a Social Services assessment, adaptations such as ramped access and hand rails could be provided where appropriate and practical
- At the moment, the Council's ability to spend on a number of security measures and community safety improvements is limited. As part of Gwynedd Community Homes' investment programme of £136 million over the first five years after transfer, the following measures could be introduced:
 - security lighting,
 - better fencing,
 - improved door entry systems,
 - spy holes,
 - the installation of CCTV.

Gwynedd Community Homes would also work closely with other agencies such as the Police, Gwynedd Community Safety Partnership, Victim Support and health professionals to ensure a co-ordinated and effective approach to community safety for all its tenants

- Many older, vulnerable and disabled tenants, in particular, have told us that they would like help with small jobs around the home and help in their garden. In response to this, Gwynedd Community Homes would investigate the possibility of developing a handyman, gardening and window cleaning service subject to an 'at cost' charge

What service improvements would there be specifically for sheltered housing tenants?

The Council has always seen sheltered housing as a very important service for older and vulnerable people and Gwynedd Community Homes would not

only plan to maintain these services, but would seek to improve them with new investment. These improvements would enable sheltered housing tenants to maintain their independence and stay in their own homes for as long as possible.

When improvements are carried out to sheltered housing schemes Gwynedd Community Homes would seek sheltered tenants' views on the level and type of improvements required. Every tenant's situation would be considered and improvements designed to meet individual needs where appropriate. If it is not convenient to carry out work, for example if you are ill, Gwynedd Community Homes would try to reach an arrangement with you that meets your needs at the time.

Improvement works would be tailored to meet the needs of each sheltered scheme and are likely to include where needed:

- new or upgraded door entry systems for additional security
- a programme of insulation work
- replacement of inefficient heating and hot water systems
- upgrading existing communal TV aerial systems where possible to benefit from modern technology including digital services
- providing well lit, decorated and carpeted lounges and corridors
- providing broadband connections where possible to all communal facilities
- a viability study into providing communal lifts to two (or more) storey sheltered schemes
- improvement of the appearance of communal gardens with greater emphasis on quality of plants used and better landscaping

Be reassured that Gwynedd Community Homes would plan to:

- continue to provide sheltered housing for older people supported by Wardens, including the role of co-ordinating social activities and contacting family. It would aim to provide such services to the same standard as with the Council and would aim to improve them where possible, so that they continue to meet the needs of older and vulnerable people
- provide Wardens to visit all tenants of sheltered schemes daily, where possible and when specifically requested
- continue to provide amenities and services, such as laundry and common rooms, cleaning of communal areas, window cleaning and maintenance of the grounds in sheltered schemes
- provide information for tenants of sheltered schemes to advise what service they would receive from Wardens including contact numbers
- continue to employ an in-house specialist team to manage adaptations
- speed up adaptations
- maintain a database of property that has received adaptations to best match future tenants' needs
- have a budget for carrying out small adaptations quickly, e.g. grab rails

What would happen to Supporting People Grant?

The Welsh Assembly Government has said that all social landlords (Councils and Registered Social Landlords) must identify the cost of providing care and support to tenants, such as those living in sheltered accommodation. Since April 2003, these costs have been met out of what is known as the 'Supporting People Grant'. As with Housing Benefit, there is a means test to see how much of the cost the tenant would have to pay, if anything. These rules apply to Gwynedd Community Homes and the Council. They would not change as a result of transfer. However as with the Council, Gwynedd Community Homes would have to react to future Government policy in relation to Supporting People Grant availability.

Part F – Involving you in running the service

60 second summary

- Gwynedd Community Homes would involve tenants in its work by offering a menu of involvement opportunities to ensure a high quality, accountable service
- Tenants to get involved with the management of their homes at the level they choose.
- Tenants to be encouraged to influence housing services provided to their home and their communities and to get involved through various methods in other aspects of the service and in the organisation
- Additional funding for staff and resources to support tenants

Support for tenant participation

Gwynedd Community Homes believes that tenant involvement is an important and integral part of high quality service delivery. Gwynedd Community Homes would ensure that all tenants have a say in the running of the organisation. This would include:

- 4 of the 12 places on the Board of Management would be filled by tenants (possibly including one leaseholder to be co-opted by the Board. The maximum number of leaseholders allowed on the Board would be one)
- all tenants could apply to become members of Gwynedd Community Homes with voting rights at general and Annual General Meetings (AGMs)
- the Rules of Gwynedd Community Homes would give local communities the ability, subject to certain provisos, to take on the management of homes in their area

Gwynedd Community Homes would introduce an involvement menu to create opportunities for tenant involvement in all aspects of service delivery and the development of the organisation. Its policy would be to take decisions at a local level, involving local people wherever appropriate.

Gwynedd Community Homes' Business Plan includes a budget for tenant involvement, to ensure that support and training can be provided for both groups and individuals. The exact details of how this would be allocated would be developed by Gwynedd Community Homes and would be subject to consultation with tenants. As with the Council, there would be a dedicated officer to support groups and encourage new groups to form, and Gwynedd Community Homes would aim to increase the level of staff support if possible.

Gwynedd Community Homes would provide appropriate learning and training opportunities to ensure that every tenant has the opportunity to become fully involved, and where practicable it would aim to provide help with personal circumstances to help overcome barriers to involvement – this could include

for example, childcare facilities. It would be up to you to decide how much involvement you want, but Gwynedd Community Homes would make sure that you get the opportunity to reach the level of involvement that suits you, from joining or setting up a tenants' group to becoming a Board Member. There would be an emphasis on involving all sectors of communities, particularly young people.

What would tenant involvement mean to Gwynedd Community Homes?

Gwynedd Community Homes sees tenants at the heart of its housing service. It would ensure that it listens to tenants, regularly asks their views and responds to them in a way that shows they are influencing the service. Whilst there would be specialist staff for tenant involvement it would be the role of all staff members to be accessible to tenants and involve them in their work.

Gwynedd Community Homes thinks an open and honest approach is fundamental to providing an efficient, accessible, responsive and friendly housing service that meets the needs of tenants.

Gwynedd Community Homes would also want to deliver a pro-active housing service which allows local people, to make local decisions on issues that affect their homes and communities. All staff would be provided with training and support to ensure the housing service they provide is tenant focused.

Having listened to tenants, Gwynedd Community Homes would want to:

- involve tenants in developing and approving policies
- work with tenants to ensure it provides a high quality, and accountable service
- have a friendly service that values and cares about you, the customer
- apologise if things go wrong and do its best to put things right

Tenants would be able to choose from a menu of involvement opportunities that would include:

- having regular newsletters
- taking part in and responding to annual tenant satisfaction surveys including surveys for improvement and repair work
- carry out regular customer feedback surveys for tenants leaving homes or transferring to another home owned by Gwynedd Community Homes
- attending tenants' conferences
- forming or joining a Tenants' or Residents' Group
- working with Tenants' or Residents' Groups to become more involved in the management of their homes and estates
- attending an 'Area Forum' to talk about local housing and community issues

- applying to be a member of Gwynedd Community Homes so that you could attend and vote at the AGM and other general meetings
- standing for election as a Tenant Board Member
- having available a comprehensive set of leaflets describing all aspects of Gwynedd Community Homes' services

Extra money to involve tenants and communities

A budget has been set aside so that funding for Tenants' and Residents' Groups would continue after transfer, and there would be new funding for local community initiatives (see **Part D**)

What would be the Tenant Involvement Structure for Gwynedd Community Homes?

Area Forums

Gwynedd Community Homes believes it is important to take decisions at a local level. To achieve this it would adopt the current Area Forums. The Area Forums would be open to individual tenants and representatives from Tenants' and Residents' Groups. The Area Forums would be supported by staff from Gwynedd Community Homes and would be able to:

- monitor the way the housing service is provided at a local level
- be consulted on environmental improvement plans for the area
- invite other providers to work together to make changes to their neighbourhoods
- receive information to monitor the improvement work to homes and estates at a local level
- make bids to Gwynedd Community Homes' Community Improvement Fund to help local community initiatives
- develop local Area Action Plans

Local and county-wide Tenants' and Residents' Groups

Gwynedd Community Homes recognises the importance of local and county-wide Tenants' and Residents' Groups in developing and improving their own and wider communities. Gwynedd Community Homes would work closely with Groups to make sure that they are consulted on issues that affect them and receive feedback on the outcomes. Gwynedd Community Homes would support Groups by providing appropriate resources to empower them to manage their own local projects. Gwynedd Community Homes would also aim to support Groups with permanent meeting facilities whenever possible.

Gwynedd Community Homes would plan to continue to recognise and remain committed to existing Groups, such as the Gwynedd Tenant Federation, after transfer. Support would continue to be provided by way of appropriate funding and resources.

Could leaseholders get involved?

Yes. Gwynedd Community Homes would consult with leaseholders about how they would like to let their views be known in the future, perhaps through a leaseholder forum.

Tenants' Involvement Strategy

Gwynedd Community Homes would develop a Tenants' Involvement Strategy drawn up with tenants in line with current Welsh Assembly Guidance. This would include the way that tenants could be directly involved with the management of their homes on a local level.

Becoming a member of Gwynedd Community Homes

Every tenant would be entitled to apply to become a member of Gwynedd Community Homes. Becoming a member would entitle tenants to attend and vote at Gwynedd Community Homes' AGMs and attend all members' meetings.

The Board of Management of Gwynedd Community Homes would make the strategic and policy decisions. Some major decisions such as a board resolution to change the rules governing how Gwynedd Community Homes would operate would have to be agreed by the members of Gwynedd Community Homes.

Members are entitled to attend and vote at Gwynedd Community Homes' AGM and at any other convened meeting of the members. The Rules state that the following activities are to be carried out at the AGM:

- reviewing the Board's annual report on the affairs of Gwynedd Community Homes
- electing Tenant Board Members
- reviewing the progress of the strategy / programme for community development and tenant involvement
- approving the selection of Independent Board Members
- reviewing the aspirations of local neighbourhoods and other bodies of opinion
- reviewing the accounts and balance sheet of Gwynedd Community Homes
- reviewing the report of Gwynedd Community Homes' external auditor
- appointing the external auditor
- considering proposals for future members' meetings

Applying to become a Tenant Board Member

The Board of Management of Gwynedd Community Homes would make decisions about the policy and direction of Gwynedd Community Homes.

Four of the twelve places on the Board of Management are reserved for tenants. Gwynedd Community Homes would establish a Board Member training programme in order to ensure all Board Members receive adequate training to fulfil this role. As a Board Member, a tenant would need to attend board meetings and would be responsible, along with the rest of the Board, for making decisions about services and major works.

All future tenant Board Members would be elected and would serve for no more than 3 years without re-election. Tenant Board Members would be elected at Gwynedd Community Homes' AGM. In order to stand for election, tenants would need to fulfil basic criteria published by Gwynedd Community Homes as to fitness and competence. Interested tenants would be offered training and support to enable them to fulfil the published criteria before offering themselves for election.

Equal access for all

Gwynedd Community Homes would provide a customer focussed housing service, tailoring this to encourage equality and diversity. The aim is to ensure all tenants can readily access the service irrespective of age, gender, race, disability or sexuality. To make sure that this is achieved Gwynedd Community Homes would plan to:

- ensure that written information is produced in both Welsh and English and can be made available in large print, Braille, on audio and in other major languages used by the population of Gwynedd
- work closely with ethnic minority communities to take into account their housing needs when developing services in the future
- provide services for tenants who are hard of hearing and deaf including a British Sign Language interpreter if necessary
- ensure its offices are accessible to those with a physical disability
- work in partnership with the Council and other agencies to help ensure that homeless, vulnerable and excluded groups are able to access the accommodation and services they need
- work with youth groups and schools to provide new services and facilities for younger residents

Part G – Your Rights

60 second summary

- Your key rights and entitlements would be protected if transfer goes ahead
- You would have a new assured tenancy agreement from Gwynedd Community Homes, the conditions of which could only be changed with your written consent
- If transfer goes ahead, all tenants would start again with a right of succession, even if they've already used their right when they were tenants with the Council. This is a significant additional right for those tenants who 'inherited' their tenancies from the previous Council tenant.
- If you are entitled to buy your home now with the Council you would still be entitled to buy your home with Gwynedd Community Homes
- Your Right To Buy discount would transfer with you and continue to grow up to the maximum allowed
- You would still be able to pass on your home, and transfer or exchange your home

How would your rights be affected if the transfer goes ahead?

Your key rights as a tenant of Gwynedd Community Homes would be protected and be very similar to your rights as a Council tenant. Most Council tenants are secure tenants. If the transfer goes ahead, you would become an assured tenant of Gwynedd Community Homes.

If you have, within the last year, been given a tenancy for the first time, you are an introductory tenant. People who are introductory tenants on the date that the transfer takes place would also become assured tenants, providing legal action is not being taken against them by the Council at that time.

The main difference is that as a secure or introductory Council tenant the rights you now enjoy are set down in law by Acts of Parliament. As an assured tenant of Gwynedd Community Homes, your rights would be covered partly by Acts of Parliament and partly by a legally binding contract (your Tenancy Agreement) between you and Gwynedd Community Homes.

Because the basic rights of an assured tenant can be less than for a council secure tenant, Gwynedd Community Homes has agreed to extend your rights to match as closely as possible your existing Council tenancy rights. This extension is in the contract between you and Gwynedd Community Homes (see **the proposed Tenancy Agreement in Part L**) and not imposed by Acts of Parliament. It would make you an 'assured tenant with protected rights'. You would still have security of tenure.

How would your rights compare?

A quick comparison between the rights that you have as a secure tenant and those that you would have with Gwynedd Community Homes as an assured tenant with protected rights are set out in the table below:

	Gwynedd Council	Gwynedd Community Homes
Rights		
The Right to live in your home without the threat of being evicted without good cause	Yes	Yes
The Right to Buy your home with a discount	Yes*	Yes (called the preserved Right to Buy)
The Right to Acquire (see page xx)	No	Yes
The Right to pass on your home when you die (succession)	Yes	Yes
The Right to pass on your home when you die, even if you have already succeeded to a tenancy with the Council (additional succession)	No	Yes (see pages xx and yy for more details)
The Right to transfer and exchange your home	Yes*	Yes
The Right to sub-let part of your home or take in lodgers	Yes*	Yes
The Right to Repair	Yes	Yes
The Right to carry out improvements and receive compensation	Yes*	Yes
The Right to be consulted about housing management	Yes	Yes
The Right to information about the management of your home	Yes	Yes
The Right to Manage	Yes	No (but see page zz)
The Right to refuse changes to your Tenancy Agreement (except for rent and service charges) without your consent	No	Yes

*not available for introductory tenancies

What rights would you lose?

The only right you would not have, because it does not apply to Registered Social Landlords, is the Statutory Right to Manage (which allows tenants to set up a Tenant Management Organisation, subject to certain rules). Although this right has been in existence for many years the Council has never had a request to set up a Tenant Management Organisation.

Although you would not keep this right by law, Gwynedd Community Homes would be firmly committed to working with tenants to achieve greater tenant involvement and would help tenants who wish to become more involved in the management of their homes (see **Part F – Involving you in running the service**).

How would your rights be protected?

If the transfer takes place, you would be asked to sign a new Tenancy Agreement (see **the proposed Tenancy Agreement in Part L**). Your rights in that agreement could not be changed without your permission once you and Gwynedd Community Homes have signed it. This provides a greater protection against change to your rights under the agreement than exists with your tenancy now with the Council.

The only things that can change without your permission are the annual rent and service charges - although these changes are limited by the Welsh Assembly Government's current rent policy (see **Part B for further details**).

Members of Gwynedd Tenants' Commission and the Independent Tenant Advisor were extensively consulted in drawing up the new proposed Tenancy Agreement.

Would you still be able to buy your home?

If you qualify and have the Right to Buy your home with the Council, you would keep that right after the transfer. This is known as the **'Preserved Right to Buy'**.

If you die, the person who takes over the tenancy under the succession rights in the proposed Tenancy Agreement (**see Part L**) would also take over your Preserved Right to Buy (if you had that right). This right remains even if you later move to another home which is owned by Gwynedd Community Homes as long as it is not exempt from the Right to Buy. Also, if you have the Preserved Right to Buy and later move to a council home in another area, you would still have a Right to Buy. Any discounts would include time as a tenant of Gwynedd Community Homes as well as time as a tenant with the Council.

Introductory tenants do not have a Right to Buy with the Council but where possible Gwynedd Community Homes has agreed to give transferring Introductory tenants a contractual Right to Buy (in the proposed tenancy agreement) on the same terms as the Preserved Right to Buy.

As now, you will not be able to exercise the Right to Buy if you live in sheltered accommodation or other housing excluded from the legislation.

New tenants housed by Gwynedd Community Homes after the date of transfer would not have the Preserved Right to Buy. They would, however, have the Right to Acquire subject to certain conditions (see page yy).

What happens to discounts?

Transfer would not affect your eligibility for discount on the purchase of your home. Any discount you have built up would transfer with you and would continue to grow up to the maximum allowed while you are a tenant of Gwynedd Community Homes.

What is the maximum discount?

Under current rules, if you buy your home under the Right to Buy or Preserved Right to Buy, the amount you pay is decided by using a formula set by Government. The purchase price is determined by the market value of the property less your discount (based on years as a Council or Registered Social Landlord tenant). With the Council the maximum discount is currently £16,000. Under current rules, the same limit, set by Government, would apply if you transfer to Gwynedd Community Homes and use your Preserved Right to Buy.

Cost floor rule

As with the Right to Buy, there would be a minimum price that you would have to pay to buy your home with the preserved Right to Buy. This is known as the 'cost floor'. The cost floor is the minimum price that you could pay for your home even if your discount would take the price below this amount.

Government rules on the cost floor mean that you could not buy your home for less than it cost Gwynedd Community Homes to buy it from the Council and then repair and improve it.

If transfer goes ahead, the cost floor would be the total amount spent by Gwynedd Community Homes on carrying out any works (including improvements) to your home and its designated garage or parking area if there is one. It also takes into account the cost of works to provide or improve your communal facilities, fees paid by your landlord to professional advisors and administrative costs (although these administrative costs are capped at £2,000).

The cost floor is most relevant where a landlord has recently spent a large amount of money improving the property and its associated facilities (for example a property's garage) or where large amounts of money have been spent on repairs and maintenance.

There are three main differences in the way the cost floor would be worked

out with Gwynedd Community Homes compared to how it is calculated now with the Council:

- Gwynedd Community Homes would be able to take into account all costs incurred during the 15 years prior to your application to buy (the Council can only take into account costs in the 10 years before your application). This takes account of the fact that Gwynedd Community Homes would operate under a different financial regime from the Council. The 15 year period starts at the point of the housing transfer.
- Gwynedd Community Homes would be able to include in the cost floor the cost of the catch up repair works which would be carried out to tenants' homes, even if these costs have not actually been incurred at the time of your application to buy. This is because the cost of the repair work has been allowed for in calculating the Tenanted Market Value of your home (see **Part A**)
- The range of expenses included in the cost floor is broader with Gwynedd Community Homes because the cost floor legislation recognises that some housing stock needs extra repair and improvement works.

In some cases the effects of these changes may reduce the amount of your discount, but for most tenants living in the County of Gwynedd, it is likely that the new cost floor with Gwynedd Community Homes would have little or no impact. This is because generally in Gwynedd the value of the houses would be greater than the cost of works carried out. Here is an example of how a preserved right to buy application could work with Gwynedd Community Homes:

Mrs Evans decides to apply to buy her two-bedroom house which has been valued at £96,000.	→	Basic Purchase price = £96,000
She has lived in the house for many years and so is entitled to the maximum discount, which in Gwynedd is £16,000.	→	Basic purchase price reduced by discount to give discounted purchase price of £80,000
The cost floor is calculated: The costs (as listed above) to Gwynedd Community Homes are added to the assumptions made in the transfer valuation (agreed with the Council and Government) as to the level of repair and improvement works regardless of whether they have been carried out or not.	→	The costs add up to make the cost floor £82,000.
The cost floor is checked against the discounted purchase price - as the amount Mrs Evans pays for her home cannot be less than the cost floor. In this example, the discounted purchase	→	The amount Mrs Evans pays for her home would be £82,000.

price is £2000 below the cost floor.		
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If on the other hand Mrs Evans's home had been valued at £99,000 rather than £96,000, her discounted purchase price would have been £83,000 (£99,000 - £16,000) and so the cost floor of £82,000 would have had no impact at all on her application to buy.

The Right to Acquire

Assured tenants of Gwynedd Community Homes (including existing tenants transferring from the Council) would gain an additional right to be able to buy their home called the Right to Acquire as long as certain criteria are met. This right is based on a grant rather than a discount and is usually less generous than the Preserved Right to Buy.

The maximum grant for homes in Gwynedd is currently £16,000. You cannot combine both the Right to Acquire and the Right to Buy.

Would you still be able to pass on your home?

Gwynedd Community Homes' proposed Tenancy Agreement would allow the same people to take over the tenancy (when a tenant dies) as under a Council secure tenancy. As with the Council, your home can only be passed on once other than in exceptional circumstances. Please note you would be counted as a successor if you were a joint tenant at transfer and later become a sole tenant. This is the same as with the Council.

Additional Right

Gwynedd Community Homes' proposed Tenancy Agreement would ignore any previous successions to the tenancy with the Council. This means that if the transfer goes ahead, all tenants would start again with a right of succession, even if they have already used their right of succession when they were tenants with the Council. This is a significant additional right for those tenants who "inherited" their tenancies from the previous Council tenant.

What about transfers or exchanges?

Gwynedd Community Homes would aim to make best use of its housing by assisting with tenant transfers and exchanges both within its stock and with other landlords.

If you transfer to another property owned by Gwynedd Community Homes you would keep all your rights including the Preserved Right to Buy with discounts (provided it applies to the new property).

Would you still be able to take in lodgers and sublet part of your home?

Yes. You would be in the same position with Gwynedd Community Homes as a secure tenant of the Council. You would be able to sublet part of your home with Gwynedd Community Homes' permission or take in lodgers.

Would Gwynedd Community Homes have more rights to obtain possession of transferring tenants' homes?

Gwynedd Community Homes would not use any of the additional grounds for eviction which could be available under an assured tenancy. This is to make sure your rights to live in your home match as closely as possible those you have now with the Council. (For further details, see **the proposed Tenancy Agreement in Part L**).

Would you still have a right to have repairs carried out?

Yes. This means that if Gwynedd Community Homes or its contractors failed to carry out certain types of repairs within set time limits, you can require Gwynedd Community Homes to appoint another contractor to do the repairs.

As with the Council you have the right to compensation if that contractor also fails to do the repairs within a set time limit.

Would Gwynedd Community Homes consult you in the same way as the Council?

Yes. Gwynedd Community Homes would consult with and provide the information to its tenants as if they were secure tenants. This is one of the terms in the tenancy agreement (**see the proposed Tenancy Agreement in Part L**).

Gwynedd Community Homes would aim to improve the ways tenants are involved in the running of the service (see **Part F**).

What about new tenants coming in after transfer?

Gwynedd Community Homes would initially grant people who become tenants after the transfer a 'probationary tenancy' for their first twelve months as a new tenant. This is similar to the introductory tenancy that new tenants are given for the first year of being a Council tenant. A probationary tenancy would give fewer rights and less security of tenure than Gwynedd Community Homes' full assured tenancy.

The probationary tenancy is an added measure to deal with anti-social behaviour by ensuring that tenants are made aware of the standard of behaviour expected of them. This type of tenancy would allow Gwynedd Community Homes to take action more quickly should a tenant or visitor to a

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tenant's home cause a nuisance to other residents or anti-social behaviour in the area.

If there are no significant problems in the first twelve months, the new tenant would transfer to a full assured tenancy.

Part H – About Gwynedd Community Homes

60 second summary

- Gwynedd Community Homes would be a not for profit organisation and would have charitable rules
- It has been specifically set up to take over ownership and management of the Council's homes if tenants vote in favour and transfer goes ahead
- It has been set up with 12 voluntary Board Members that would run Gwynedd Community Homes
- It would be registered with and regulated by the Welsh Assembly Government
- There would be a legally binding agreement with the Council to ensure all the promises made in this document are met

What type of organisation is Gwynedd Community Homes?

Gwynedd Community Homes would be a new, local, not-for-profit, independent Industrial and Provident Society and a Registered Social Landlord. As with all Registered Social Landlords in Wales, it would be registered with and regulated by the Welsh Assembly Government. It would be independent of the Council and you would have a say in the running of the new organisation.

A not-for-profit organisation means that all the surplus income would have to be put back into providing the housing service and achieving Gwynedd Community Homes' aims and objectives. As a Registered Social Landlord Gwynedd Community Homes' primary purpose would be to provide affordable rented housing to people in housing need. Gwynedd Community Homes has been established with the help of the Council specifically to supply good quality affordable housing and excellent housing services to the people of Gwynedd. It would ensure that all the properties are brought up to the Welsh Housing Quality Standard.

Gwynedd Community Homes would be managed by a Board of 12 people, 4 of whom would be Tenants, 4 would be Council Nominees and 4 would be Independent Board Members. There may be the option of leaseholders being co-opted by the Board. However, there would not be any places dedicated to leaseholders and the maximum number of leaseholders allowed at any time would be one. Between them, the Board Members bring different skills and expertise to the Board to make sure that Gwynedd Community Homes would be able to deliver the promises made in this document.

Gwynedd Community Homes would be registered with the Financial Services Authority as an Industrial and Provident Society. Gwynedd Community Homes would also be registered with charitable rules. One advantage of charitable status is that charities pay less tax which allows them to make best use of their income for the benefit of those persons they are assisting. Charitable status would have no effect on Gwynedd Community Homes' ability to deliver

the promises in this document.

As a charitable organisation Gwynedd Community Homes would be limited in who it could house and the activities that it would be allowed to carry out. It would not for example, be able to:

- carry out extensive commercial activities
- provide services to other outside organisations which are not charities
- provide commercial rented accommodation

If Gwynedd Community Homes did want to carry out these activities in the future it would have to consider setting up a non-charitable subsidiary.

The Rules of Gwynedd Community Homes also include provisions which recognise the tenant empowerment and community involvement focus of the organisation.

What is the purpose and vision of Gwynedd Community Homes?

Gwynedd Community Homes' main purpose is to provide affordable, high quality homes and services in ways that protect and develop the culture and heritage of the communities it serves.

Gwynedd Community Homes' Shadow Board has adopted the following vision and values:

Vision:

“To become the leading community-led provider of affordable homes in Gwynedd, using our knowledge, skills and resources to develop and enrich local communities and protect our unique environment and culture. We aim to be fair and open, to build relationships based on respect and to act with integrity”

Values:

- ***“Effective (reliable):*** It’s important to us that we do what we say we will do, and to be trusted by our customers, staff and partners
- ***Flexible:*** We encourage new ideas that help us provide services people want in ways that suit them. We understand that ‘one size does not fit all’ and we value diversity
- ***Approachable (open):*** We work with people and it is important to us that we continue to provide locally accessible services and to being open, fair and honest.

- **Innovative:** We encourage people to find new ways of doing things that increase choice and make life easier for the people we work with
- **Committed:** We are committed to Gwynedd, its people, and the environment. We will plan to deliver services in ways that protect and develop our heritage”

Gwynedd Community Homes would adopt the following objectives:

Gwynedd Community Homes would:

- provide tenants with information about the housing service on a regular basis
- listen to its customers and actively involve them in the service
- make the best use of its homes to meet continuing demands for affordable housing
- achieve high levels of customer satisfaction, actively seeking to improve its services
- improve access to its services by expanding new technologies and innovative ways of working
- work in partnership with the Council to help achieve safe and active communities

Who is on the board of management and what do they do?

If transfer takes place the Board of Management would have overall responsibility for running Gwynedd Community Homes including adopting policies and directing activities. The Board is made up of 4 Tenant Board Members, 4 Council Nominees, 4 Independent people.

The Board is currently operating in 'shadow' form and would become the full Board if tenants vote in favour of transfer. Board Members have the same voting rights as each other and have a duty to act in the best interests of Gwynedd Community Homes, whether in shadow or full operation.

Tenants:

Margaret Bracegirdle (Vice-Chair)

Margaret Bracegirdle is a busy wife, mother and grandmother and has been a tenant of Gwynedd Council for fifteen years. She lives at Trem y Wyddfa, Penygroes. She has worked voluntarily in tenant participation since 2000. For the last four years, she has been secretary for Gwynedd Tenants and Residents Federation.

In 2006 she became involved in the early stock options process in Gwynedd when the Tenants Commission was formed. She has been Chair of the Tenants Commission since 2006.

Margaret has been a management committee member of TPAS Cymru since 2005, an all Wales Tenant Participation Advisory Centre. In 2007 she was elected Tenant Chair. In 2007 she was also elected by the Tenants Commission to be one of the tenant Shadow Board members.

Margaret is committed to working for tenants, improving the quality of life on estates, and also to be involved in the decision making on behalf of tenants in Gwynedd.

Val Jones

Val Jones has been a tenant at Gellilydan for 26 years and has always been of the belief that working together to ensure better facilities helps promote an enhanced sense of community.

She has held the post of Chair on the Gellilydan Tenants' and Residents' Association since 1996. During that time, the Association has assisted in bringing improvements to the area, both through liaising with other agencies and fundraising. She has also helped to raise funds for trips to help bring the tenants together.

Val enjoys her post as Treasurer of Gwynedd Tenants and Residents Federation, which she has held for the past two years, and feels that the role gives her the opportunity to participate to a greater degree in discussions and actions that benefit the wider community.

Alan Moseley

Alan lives in Trem y Wyddfa, Penygroes, and has been a tenant of Gwynedd Council for 25 years.

He has worked for many years in factories across Gwynedd. His interests include being a football fan and he has been a member of the Nantlle Vale Football Club and carnival committees for many years.

Alan was involved in early tenant participation and was invited to work on the first Gwynedd Tenants' Compact. In 2000 Alan was involved in setting up the tenants' association of Trem y Wyddfa, at the first meeting of which he was elected vice chair, a role which he continues to hold today.

In 2004 he was involved in starting the Gwynedd Tenants and Residents Federation and was elected vice chair in the first year, then treasurer, and this year was re-elected vice chair.

Alan is the Federation representatives on the Welsh Black Ethnic Minority Committee and attends conferences all over Wales.

Alan was involved in the Stock Option processes in 2006 as member of the Tenants Commission. He was elected to the Shadow Board by the Tenants Commission.

John Owen

John Owen was born and has lived in the Bangor area of Gwynedd throughout his life, apart from a period of service in the Armed Forces. He is interested in travelling and local history.

He has been a Council tenant for 20 years and has played an active part in tenant participation since 1999, having been a founder member and Chairman of Ffordd Seion Tenants Association, a member of other active local tenant associations, and a member of both the Gwynedd and Welsh Tenants Federations. He has served on the TPAS Cymru Management Committee. He was elected to the Shadow Board by the Tenants Commission.

He believes that tenants would have a stronger voice within their communities if the transfer proposals go ahead.

Council representatives:

John Wyn Williams

Councillor John Wyn Williams had been farming for nearly 40 years and has run many businesses during that time. He has been a Plaid Cymru member representing Pentir on Gwynedd Council since 1996, having previously served as a member of Arfon Borough Council since the mid-eighties.

John is a member of the Council Board and is the Senior Portfolio Leader for the Care Directorate, which includes the Housing Service. Previously he was Senior Portfolio Leader for the Resources Directorate, and a Portfolio Leader for both the Customer Care and Human Resources Units.

John believes that everyone deserves to live in a house of an appropriate standard and acknowledges that under current Government regulations, the Council cannot achieve this for its tenants. He believes that Gwynedd Community Homes offers a realistic opportunity to bring tenants' homes up to the required standard.

Dewi Lewis

Councillor Dewi Lewis runs his own retail business in Penrhyndeudraeth, and has served as a Plaid Cymru member of Gwynedd Council representing Penrhyndeudraeth since 2004.

He is a member of the Council Board, is the Council's Senior Development Portfolio Leader, and has for 6 years also served as the Chairman of Gwynedd Economic Partnership which has ensured an investment of over £100 million in the area during the period.

Dewi believes the transfer proposal is an exciting opportunity not only to provide substantial investment to bring houses up to twenty first century

standards and to give tenants more for their rent money, but also to develop local businesses in the area.

Anne Lloyd-Jones

Councillor Anne Lloyd-Jones has represented the Tywyn area as an Independent member on Gwynedd Council since the formation of the unitary authority. Previously, she served as a member on Meirioneth District Council for eight years, having first been elected to Tywyn Town Council in 1985 and becoming the first Lady Mayor in 1991, a role to which she was re-elected in 2004.

She has run a tourism business in the area for the past 35 years and has been Chairman of Mid Wales Tourism since 2001. She has had a close involvement with many organisations, including being the treasurer of a local branch of the NSPCC, a member of the Community Health Council, Vice Chairman of Tywyn Primary School's governing body and member of the governing body of Tywyn Secondary School.

Anne is the present Vice Chairman of Gwynedd Council, and Vice Chairman of its Central Planning Committee. She is a member of the Affordable Housing Group and the Unitary Development Panel. Her interest is in planning and countryside issues, housing, tourism and economic development.

Brian Jones

Councillor Brian Jones represents Cwm-y-Glo Ward on Gwynedd Council and is the leader of the Labour Group on Gwynedd Council. He was first elected in 1980 on to Arfon Borough Council and had the honour of serving the Council as Mayor prior to re-organisation of local government in 1996. He has recently been appointed Chair of the Arfon Planning Committee.

Brian has been a Magistrate for 10 years which includes time spent as Chair of the Bench and the Youth Panels. He is married with one daughter.

Brian has been committed to listening to tenants' views along with Council nominated Shadow Board colleagues in preparing the Offer Document to meet with tenants' expectations of meeting the Welsh Housing Quality Standard. In forming this new organisation, Brian believes that the standards set in the Offer Document will meet the overwhelming demands and targets for better quality community homes for the next 30 years.

Independent people:

John Glyn Jones (Chair)

Before retiring in 2007, John Glyn was Chief Officer of "Cymdeithas Tai Clwyd" for 25 years where he concentrated on providing rented homes across an extensive part of North Wales, including South Gwynedd. He is eager to

use his knowledge and experience in the housing field as Chairman of the Shadow Board.

John Glyn strongly believes that Council tenants in Gwynedd should be able to enjoy living in houses of the highest standards and in a secure neighbourhood, and believes that the only way to achieve this in Gwynedd is through the transfer of its housing stock. He believes also that the tenants should be central in the new body's management.

He is 61 years old, his wife comes from Penygroes, and they have three children. He is active in his local community as a magistrate, Chair of the Governors of a secondary school, and deacon and treasurer of his chapel. He is also one of the Directors of "Sylfaen Cymunedol Cyf" in Caernarfon.

His leisure interests are gardening, caravanning and poetry writing.

Vicky Norton

Vicky Norton has lived in Gwynedd for more than 30 years, running a small business, a café popular with Snowdonia's walkers and climbers, for 19 years. Vicky always felt that important aspects of the business included being a good employer and contributing to the local community.

Now an adviser with the Citizens' Advice Bureau, Vicky has first hand knowledge of many local problems, such as the lack of good quality housing and the issues associated with living on a low income.

Vicky has also worked as a welfare rights adviser for a large national housing association with properties throughout the country, working closely with and supporting tenants.

During a recent two year placement in Albania with the Voluntary Service Overseas, Vicky lived amongst people experiencing severe poverty and deprivation, but also great optimism. She provided support to locally run organisations that were setting up information and advice centres.

Alun Williams

Alun Williams has worked in business locally throughout his life. He served as General Manager of Eifionydd Farmers Society for eighteen years and has also worked as a shopkeeper and sub-postmaster.

He has a variety of community interests: a member of Llwyndyrus Drama Company for more than 40 years, a deacon and a Sunday school inspector, and has been the Chair of Governors at Bro Plenydd School, Y Ffôr. He is currently a member of the National Landlord Association which has helped raise his awareness of tenants' expectations.

Alun very much looks forward to being involved in an organisation where

tenants have a key part to play in making decisions. He is committed to supporting staff while ensuring the Council's housing legacy is protected, and tenants' expectations are realised.

Dean Swindell

Dean brings a great deal of business investment experience to the Management Board of Gwynedd Community Homes.

He has worked for a variety of stockbroking firms as an investment manager, liaising closely with a range of clients.

A family man, Dean lives in Caernarfon and is interested in supporting local charities, cinema and bicycle racing – a sport where he has represented his country in the past.

Dean believes that the millions of pounds of additional investment brought about by transfer, and which dwarfs several European funded schemes, offers an unique opportunity to provide economic benefits over the entire county.

How were the board members chosen?

The 4 Tenant Board Members were elected by the Gwynedd Tenants' Commission, a constituted Tenant body, open to and working on behalf of tenants in Gwynedd. They were nominated based on their knowledge, experience and commitment which they have shown during their years of involvement.

The 4 Council Board Members were nominated by the Council Board on behalf of the Council.

The 4 Independent Board Members were chosen by both the Tenant and Council Board Members following advertisements in the local press and through an interview process. They are not connected with the Council and were chosen for their skills and experience. They have valuable experience and expertise (not just in housing) to ensure the Board would have a wide variety of skills and experience.

Do board members get paid?

No. The Welsh Assembly Government does not allow payment for Board Members of Registered Social Landlords in Wales. However, Board Members can claim back reasonable out of pocket expenses actually incurred in carrying out their duties.

If transfer goes ahead, how would board members be chosen in the future?

The current Shadow Board Members would intend to serve until at least the second AGM of Gwynedd Community Homes after the transfer takes place (likely to be in 2010). At that, and each subsequent AGM, the Tenant and Independent Board Members would retire on a rotational basis. This would provide continuity and a process for gradual renewal of the Board. Retiring Board Members would be eligible for re-selection at each AGM.

Council Board Members would be chosen by the Council and the aim would be for them to hold office for a period of 3 years to ensure continuity.

Tenant Board Members would be elected by their fellow tenants, details of the election process would be widely advertised.

Independent Board Members would be chosen for their skills and recommended for election at the AGM of Gwynedd Community Homes. They would be elected by the members of Gwynedd Community Homes.

Who would provide the housing service and what would happen to the existing staff?

Gwynedd Community Homes would employ paid staff to run the housing service on a day-to-day basis. If the transfer goes ahead, staff working for the Council would transfer to Gwynedd Community Homes with their conditions of employment at the time of transfer protected under the Transfer of Undertakings Protection of Employment (TUPE) regulations - so you would continue to deal with people you know.

The additional work which would be undertaken by Gwynedd Community Homes could create employment opportunities for people locally.

Would the Council have any influence over the performance of Gwynedd Community Homes?

In order for transfer to take place, Gwynedd Community Homes would enter into a formal and legally binding transfer contract with the Council. This transfer agreement would allow the Council to enforce the promises made in this document. In addition, the Council would have to be consulted if Gwynedd Community Homes wished to amend key provisions in its Rules.

Who regulates Gwynedd Community Homes?

The Welsh Assembly Government regulates all Registered Social Landlords in Wales. Transfers can only take place to an approved Registered Social Landlord regulated by the Assembly.

So, Gwynedd Community Homes must register with the Welsh Assembly Government before a transfer can take place. In particular, the Welsh Assembly Government:

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- sets rules and standards which all Registered Social Landlords in Wales must follow. These standards are set to ensure that tenants' key rights are protected, services are of a high quality and that financial management is sound
- would monitor the performance of Gwynedd Community Homes, as it does with all Registered Social Landlords in Wales, to ensure these standards are met. If standards are not met, then the Assembly has wide powers to step in and take action.

In addition, the Welsh Audit Office would have a role in checking the standard of service delivered by Gwynedd Community Homes.

Part I - Information for leaseholders

60 second summary

- Gwynedd Community Homes would be bound by the terms of leaseholders' existing leases
- Leaseholders would benefit from the better maintenance of properties and improved environmental works that transfer would bring
- Gwynedd Community Homes could give leaseholders an option to have internal works carried out if refurbishments are being carried out in tenanted properties in the area
- The right of collective enfranchisement would still apply after transfer
- Gwynedd Community Homes would produce a Leaseholders' Handbook

What is in this part?

The information in this Section is for the Council's leaseholders and explains how the transfer would affect them. Leaseholders are either right to buy purchasers who have bought the leasehold to a flat or maisonette from the Council, or have purchased the lease from the original purchaser.

If transfer takes place, Gwynedd Community Homes would own the building of which leaseholders' properties are a part. Gwynedd Community Homes would be bound by the provisions of the original leases with the Council and leaseholders would pay their service charges to it.

Although leaseholders would not be affected by the transfer to the same extent as secure and introductory tenants (as the terms of their leases do not change), the Council and Gwynedd Community Homes appreciate that they will have concerns, particularly about standards of work and value for money.

Secure and introductory tenants of the Council will be asked to vote on the proposals contained in this formal offer document during a planned secret ballot. Leaseholders do not have the same right to vote but the Council would like to know their views. A pre-paid reply slip for comments is included with this document.

Benefits to leaseholders

The resources that transfer would bring could:

- improve the quality of life on the estates through better maintenance of properties and improved environmental works.
- give an option to have internal works carried out at competitive prices if refurbishments are being carried out in tenanted properties in the area.
- enable a more extensive programme of improvements to buildings and communal areas of flats (the terms of the original lease with the

Council would determine whether the leaseholder would have to contribute to the cost). This could enhance the value of properties.

Leaseholder policies

Gwynedd Community Homes would be committed to providing a quality housing management service to leaseholders including:

- acting at all times as a reasonable landlord.
- providing cost effective services.
- respecting the rights of leaseholders.
- keeping the structure of the buildings in a good state of repair.
- providing a guide summarising rights, responsibilities and services to leaseholders (the 'Leaseholders' Handbook').
- facilitating the Leaseholders' Forum enabling leaseholders to monitor the standard of service they receive and value for money.

Gwynedd Community Homes would ensure that value for money is obtained when insuring the property so that leaseholders may benefit from cost savings.

Where possible, Gwynedd Community Homes would also look at the possibility of extending the use of its repair ordering facilities and emergency call-out service to leaseholders, (this would be at a charge).

Leaseholders' rights

Gwynedd Community Homes would be bound by the terms of the existing leases issued to leaseholders by the Council. This means that all existing leases would remain unchanged and continue to include:

- details of the items included in the service charges
- procedure for assigning the lease
- details of the responsibilities of both the lessee and Gwynedd Community Homes

Gwynedd Community Homes would ensure that all the required notices under the Commonhold and Leasehold Reform Act 2002 would be served on leaseholders. Under these, leaseholders have the right to be consulted prior to any improvements or repair works over the value of £250 where these would affect the service charge under their lease. Consultation would be in accordance with statutory requirements.

In accordance with its policies, Gwynedd Community Homes would ensure that it consults leaseholders about proposed housing management changes that would substantially affect them.

Leaseholder involvement

Gwynedd Community Homes would as a matter of policy, consult and involve leaseholders. Its mechanisms for consultation and involvement of tenants would apply to leaseholders. In addition, as far as possible, access to information would be made available to both tenants and leaseholders.

Gwynedd Community Homes would work with leaseholders through perhaps a Leaseholders' Forum to improve the level and quality of services provided and the way charges are set.

There may be the option of leaseholders being co-opted by the Board. However, there would not be any places dedicated to leaseholders and the maximum number of leaseholders allowed at any time would be one.

Services and service charges

Gwynedd Community Homes would provide leaseholders annually with a breakdown of estimated service charges for the following year together with a statement of expenditure for the previous year. Leaseholders would only pay the amount that the service actually costs and would have the right to appeal to the Leasehold Valuation Tribunal.

Leaseholders would be able to pay the annual service charge either in advance for the whole year, quarterly, or in monthly instalments.

They would also be consulted prior to the introduction of any new services that would affect them, and Gwynedd Community Homes would not unreasonably refuse leaseholders the ability to opt out of new services if desired.

As the Council is able to recover the costs of VAT, it does not include the cost of VAT in leaseholders' service charges. As Gwynedd Community Homes would not normally be able to recover the costs of VAT, it would include these costs in leaseholder service charges.

Carrying out major works

To help leaseholders plan for future costs, where a charge would be levied under the terms of their lease for any major works, they would be given:

- Details of the work proposed and the likely cost
- The opportunity to nominate contractors who may be included in the tender process.
- The name and contact details of the officer supervising the contract.

Where the leaseholder's lease requires them to pay a contribution to the cost of the works, they would be able to make arrangements with Gwynedd Community Homes to spread the cost over a jointly agreed time period. This option may attract the payment of interest.

Leaseholders' Handbook

As well as the commitments made to fully involve and consult with leaseholders, a specialist handbook would be developed that would provide a range of information specifically for leaseholders. Useful information on maintenance, insurance, mechanisms for participation and consultation and local contact details could be included.

Right of collective enfranchisement

Until relatively recently, it has been thought that leaseholders would lose the right to collectively buy the freehold of their building if their landlord became a charity. A recent court case however stated that a landlord's ownership of the freehold is not classed as a "charitable activity" and following this decision the right to collective enfranchisement is not lost so that if transfer goes ahead, leaseholders would still be able to collectively purchase the freehold (as long as the appropriate conditions are met).

Part J – The next steps - the legal requirements for tenant consultation

60 second summary

- This Offer Document, which sets out all the details of the transfer proposal is what is known as the Stage 1 Notice
- You can give your views on the proposal using the pre-paid reply slip included with this document
- The Council will consider any representations it receives from you about the Offer Document
- The Stage 2 letter will set out any significant changes to the transfer proposal and informs you whether the Council has decided to proceed to ballot
- Tenants will decide whether the transfer proposal goes ahead in a secret ballot

The law which states that Councils have to consult their tenants about proposed transfers of council housing is set out in Section 106A and Schedule 3A of the Housing Act 1985. The Council and the Welsh Assembly Government 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 the Council's freephone Helpline on 0800 0304653.

The Council must give you a notice informing you of:

- details of the proposal that the Council considers appropriate, including the identity of the organisation to whom the transfer is to be made
- the likely consequences of the transfer for the tenant
- the effects of the provisions of Schedule 3A Housing Act 1985 and, in the case of secure tenants, of Sections 171A to 171H Housing Act 1985 (Preservation of Right to Buy on transfer)

The details, consequences and effects 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 notice (the Stage 1 Notice) giving you the information listed above and informing you that you may make representations to the Council. **This document, and other documents in the pack and the introductory letter accompanying it, forms the Stage 1 Notice**
- the Council would consider any representations received by XXXX
- after considering those representations, the Council must serve a further written notice on you (the Stage 2 letter) informing you of any significant changes to the proposal and that you may write to the Welsh Assembly Government with any objections to the proposal within a period of not less than 28 days. This 28 day period begins when the

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Council's Stage 2 letter is sent to tenants. The Welsh Assembly Government will take objections into account in considering any application from the Council for the necessary consent to transfer the stock.

Part K – Other useful information and independent advice

Obtaining further information

As well as this document, there are some others you may want to look at in relation to the Council's transfer proposal. These include:

- Regulatory Code for Housing Associations registered in Wales
- Welsh Assembly Government Housing Transfer Guidelines 2002
- Welsh Assembly Government's Stock Transfer Tenants Charter and accompanying guidance
- Advice from PS Consultants, your Independent Tenant Adviser

Further information can also be obtained from the following:

Gwynedd Council

Housing Stock Ballot Project Office
28 Water Street
Penygroes
Caernarfon
Gwynedd LL54 6LR
Freephone Helpline: 0800 0304653
Email: housingfuture@gwynedd.gov.uk
www.gwynedd.gov.uk/??????????

The Welsh Assembly Government

Housing Directorate
Government Buildings
Dinerth Road
Colwyn Bay
LL28 4UL
Tel 01492 542509

Merthyr Tydfil Office
Rhyd-y-car
Merthyr Tydfil
CF48 1UZ
www.housing.wales.gov.uk

TPAS Cymru

2nd Floor Transport House
1 Cathedral Road
Cardiff
CF11 9SD
Tel 02920 237393
www.tpascymru.org.uk

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Welsh Tenants' Federation

Milbourne Chambers

Glebeland Street

Merthyr Tydfil

CF47 8AT

Tel: 01685 723922

www.welshtenantsfed.org.uk

For independent advice, contact your Independent Tenant Adviser

PS Consultants

12 Berry Square

Whitehall Lane

Blackrod

Bolton BL6 5DU

Tel: 01204 690772

(or freephone 0800 0194004 for Welsh speakers or 0800 0852207 for English speakers)

e-mail: enquiries@psconsultants.org.uk

www.psconsultants.org.uk

Part L – The proposed tenancy agreement

60 second summary

- Your key rights and entitlements would be protected in your new assured Tenancy Agreement with Gwynedd Community Homes
- The conditions of your new assured Tenancy Agreement can only be changed with your written consent
- The Tenancy Agreement deals with payment of rent, Gwynedd Community Homes' obligations, your obligations, your rights and grounds for possession

What is in this Part?

This Part contains the proposed form of the new Tenancy Agreement tenants would have with Gwynedd Community Homes if transfer goes ahead.

The proposed new Tenancy Agreement has been designed to ensure that tenants' rights are protected if transfer goes ahead and tenants have been consulted on its development. If transfer goes ahead introductory tenants would become full assured tenants of Gwynedd Community Homes from the date of transfer, with all of the same rights as the transferring secure tenants. In effect for introductory tenants the probationary period would come to an end on transfer, even if the period has not run its full 12 months term.

If transfer goes ahead, Gwynedd Community Homes would give tenants a new Tenants' Handbook.

Gwynedd Community Homes' proposed new Tenancy Agreement

A Tenancy Agreement in substantially this form would be issued as soon as possible after transfer to each transferring secure and introductory tenant except to those tenants who at the date of transfer:

- have a valid Possession Order in force against them
- have been served with a valid Notice of Intention to Seek Possession of their property
- have ongoing possession proceedings against them
- have been issued with a demotion order
- where introductory tenants, only, have been served with a valid notice of possession proceedings

In these cases, the new Tenancy Agreement would be issued at a later date if:

- the Possession Order is discharged,
- the Notice of Intention to Seek Possession or notice of possession

- proceedings is withdrawn or the period within which such proceedings can be issued expires, with no proceedings having been issued
- the tenant complies with the terms of the demotion order and the demotion period comes to an end,
 - the Court decides not to make a Possession Order.

In the meantime, in most cases, these tenants would become tenants of Gwynedd Community Homes like all other remaining tenants.

Gwynedd Community Homes would be able to enforce the Possession Orders that the Council had obtained prior to transfer and may also be able to obtain Possession Orders for tenancy breaches where the Council has served notices or issued proceedings before the transfer takes place.

Gwynedd Community Homes would also be able to take action on tenancy debts which transfer to it and which were owed to the Council before the transfer went ahead.

**Gwynedd Community Homes Limited
Assured (Non Shorthold) Tenancy Agreement for Transferring
Tenants
[address]**

CONTENTS

- Section 1: General terms
- Section 2: Our obligations
- Section 3: Your obligations
- Section 4: Your rights
- Section 5: Grounds for Possession

Assured (non shorthold) tenancy agreement- transferring tenants

You may complete either an English or a Welsh language tenancy agreement

THIS TENANCY AGREEMENT IS BETWEEN

Our name and address

.....
('we' 'us' or 'our') of

.....
We are registered with the National Assembly for
Wales under section 3 of the Housing Act 1996

Name of Tenant and

.....
.....
('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 tenancy agreement.)

Address

in respect of

.....

..... ('your home')

Description of your home

which comprises

.....

.....

.....

Charitable status

The home that is the subject of this tenancy is held by an exempt charity.

Support

If this tenancy is granted to facilitate the provision of support for you or a member of your household: The nature of this provision, and your obligations in relation to it, including, if applicable, any obligation to pay for it, are set out in a separate support agreement. Because the provision of support is fundamental to this tenancy, it shall be regarded as a breach of this tenancy if you withdraw from or breach the support agreement, and in the event of such a withdrawal or breach we may take steps to end the tenancy (see Section 1, Condition [6]).

Payments for your home

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

(i) rent of £

(ii) rent arrears of £ payable at £ per week

Service charge

£

£

Supporting People Charge

£

Total weekly payment

£

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

The tenancy This tenancy begins on for a week and thereafter weekly until brought to an end, and it is an assured non-shorthold tenancy the terms of which are set out in this tenancy agreement.

SIGNATORIES

Signed on behalf of the landlord.....

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.....

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

Date.....

We are subject to any guidance on housing management practice issued by the National Assembly for Wales and this tenancy is one to which that guidance applies.

The Tenancy Handbook which is supplied to you and updated from time to time is not part of your tenancy agreement but contains further guidance and information about your tenancy which you may find helpful. If you do not have a copy please ask us and we will be happy to provide you with one.

SECTION 1 - GENERAL TERMS

It is agreed as follows:

Payments for your home

- The weekly rent and service and other charges for your home at the start of the tenancy are set out on page 2.
- The payment of rent and service and other charges is due in advance on the Monday of each week.

• Payment of arrears

If you have any rent arrears and other charges due when this tenancy is granted you agree to pay off those arrears by the weekly instalments shown on page 2. If you do not make the payments, we may start court proceedings to end this tenancy.

• Services

- We shall provide the services set out on page 2 for which you shall pay a service charge. These charges only apply to your home if an amount has been entered against a service on page 2.
- We may, after consulting the tenants affected, increase, add to, remove, reduce, or vary the services provided or charges to the services or introduce new services.

• Changes in rent

- We may increase or decrease the rent on 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.
- After the first rent variation under this tenancy 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 a Rent Assessment Committee to have a market rent determined. In that case the maximum rent payable for the following year will be the rent so determined.

• Changes in service and other charges

- 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 month's notice in writing, but not more than once a year unless there is a change in the services provided.

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- 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.
- 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.
- 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.
- 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 Leasehold Valuation Tribunal for a decision as to what is reasonable.
- **Supporting People Charge (where applicable)**
 - If we provide you with support services (indicated by a charge for 'Supporting People' services on page 2 of this tenancy agreement) then those services may include the provision of general counselling and support in relation to all or any of the following:
 - Maintaining the security of your home
 - Maintaining the safety of your home
 - Warden costs
 - Emergency alarm costs
 - Standard of conduct required
 - Paying the rent
 - Maintaining your home in an appropriate condition
 - Giving up the tenancy at the appropriate time
 - Contact with others to ensure your welfare
 - Other support services (excluding personal care).

We may vary the support and counselling fees 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 and counselling fees, we will limit any increase in charges for the support services

provided with reference to the level of charges approved by the Supporting People Administering Authority.

- You agree to accept the level of support services made available to you in order to ensure the necessary standard of independence is achieved.
- If, instead of us providing you with support services, a support provider provides you with such support services as are listed in condition 6.1, 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 or service charge which is payable in accordance with this agreement.

- **Service of notices**

- This condition gives you notice under Section 48 of the Landlord and Tenant Act 1987 that our address for receiving legal notices, and any other communication arising from this tenancy agreement, is:

.....

- 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.

- **Altering the agreement**

Except for any changes in rent or service charges or where permitted under future legislation, this tenancy agreement may be altered only with the written consent of both you and us.

SECTION 2 - OUR OBLIGATIONS

We agree:

1 Possession

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

- **Tenant's right to occupy**

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

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

- **Repair of structure and exterior**

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

- drains, gutters and external pipes
- the roof
- outside walls, outside doors, windowsills, window catches, single or double glazed glass except where you or someone living with or visiting you is responsible for the damage, sash cords and window frames including necessary external painting and decorating
- internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration
- chimneys, chimney stacks and flues
- pathways, steps or other means of access
- plasterwork
- integral garages and stores
- boundary walls and fences.

- **Repair of installations**

To keep in good repair and proper working order any installation provided by us for space heating, water heating and sanitation and for the supply of water, gas and electricity, including:

- basins, sinks, baths, toilets, flushing systems and water pipes
- electric wiring including sockets and switches, gas pipes and water pipes
- water heaters, fireplaces, fitted fires and central heating installations.

- **Repair of common parts**

To take reasonable care to keep the common entrance, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by you and other occupiers of and visitors to your home.

- **External decorations**

To keep the exterior of your home and any common parts in a good state of decoration and normally to decorate these areas once every 5 years.

- **Succession - general**

- If you die, certain people, who are specified in condition 7.5 below, may succeed to this tenancy. This condition 7 will not apply if you have already succeeded to this tenancy (either under condition 7 in this tenancy or similar succession conditions in a previous tenancy which we granted).
- If you were granted this tenancy on the transfer of your home from Cyngor Gwynedd Council to us, we will not take account of any successions before the date of the transfer.
- We will normally only allow one succession. We may allow further successions, at our discretion.
- 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.

- **People entitled to succeed to this tenancy**

- If you are a joint tenant and you die then the tenancy may continue in the name of the remaining tenant.
- 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.

7.5.3 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 twelve months prior to your death.

7.5.4 If more than one member of your family has a right to the tenancy they should agree who will claim it. If they cannot agree, they should all make a claim to us in writing within 3 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.

7.6 **Special succession rights**

If inheritance rules prevent someone who qualifies under condition 7.5.3 above from taking over this tenancy, we may use Ground 7 to end this tenancy agreement 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, service charge and succession.

8 Housing management

To provide you with information on our housing management policies as required by the guidance issued by the National Assembly for Wales.

SECTION 3 - YOUR OBLIGATIONS

You agree:

1 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.

2 Rent

To pay the rent and (if applicable) service charge and Supporting People Charge weekly in advance.

3 Outgoings

To meet all outgoings applying to your home including water charges and electric and other costs whether metered or billed.

4 Use of your home

4.1 To use your home for residential purposes, as your only or principal home and not to operate any business at your home that might cause a nuisance or annoyance to other persons in the neighbourhood.

Drugs and other offences

4.2 Neither to use nor to allow anyone else to use your home for any unlawful purpose including, but not limited to, keeping, dealing in and/or consuming illegal substances, including controlled drugs (as defined in the Misuse of Drugs Act 1971).

5 Nuisance

Neither to cause, nor to allow members of your household or visitors to cause, a nuisance or annoyance to other persons in the neighbourhood or to any of our tenants, agents, employees or contractors.

6 Racial and other harassment

Neither to commit, nor to allow members of your household or invited visitors to commit, any harassment, or threat of harassment, on any ground including on grounds of race, colour, religion, age, sex, sexual orientation or disability that may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any of our tenants, employees, agents or contractors.

7 **Noise**

Neither to play, nor to allow to be played, any radio, television, music or musical instrument so loudly that it causes a nuisance or annoyance to other persons in the neighbourhood or can be heard outside your home between the hours of 11.00pm and 7.30am.

8 **Pets**

To keep under control any animals kept at your home and not to keep any animal that might damage your home or cause a nuisance or annoyance to other persons in the neighbourhood.

9 **Internal decoration**

To keep the interior of your home in good and clean condition and to decorate all internal parts of your home as often as is necessary to keep them in good decorative order.

10 **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, fair wear and tear excepted, and to pay any reasonable costs reasonably incurred by us in carrying out such works in default. When you report to us that glass in doors or windows of your home is broken we will replace it but you will be liable for our reasonable costs of so doing if the damage was caused by you or any member of your household or any visitor to your home (fair wear and tear excepted).

11 **Reporting disrepair**

To report to us promptly any disrepair or defect for which we are responsible in your home or the common parts.

12 **Access**

To allow our employees or contractors acting on our behalf access at reasonable times and subject to reasonable notice in writing 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 at least 24 hours' notice in writing but more immediate access may be required in an emergency).

13 **Roadways**

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

14 **Assignment**

Not to assign the tenancy except in furtherance of a court order or with our written consent when exercising the right to exchange set out in Section 4, condition 10 or assigning the tenancy to someone that would have been qualified under Section 2, condition 7 above to succeed to the tenancy if you had died.

15 **Overcrowding**

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

16 **Lodgers**

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

17 **Sub-letting**

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

17.2 Not to grant a sub-tenancy of any part of your home without first obtaining our prior written consent. We may not refuse consent unreasonably and we may give consent subject to reasonable conditions. Failure to comply with such conditions will be a breach of your tenancy.

18 **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.

19 **Ending the tenancy**

To give us at least four weeks' notice in writing when you wish to end the tenancy.

20 **Moving out**

20.1 To give us vacant possession and return the keys of your home at the end of the tenancy and 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). We do not accept any responsibility for anything you leave at your home at the end of the tenancy.

20.2 At the end of your tenancy you will be responsible for meeting all reasonable removal and/or storage charges when items are left at your home. We will remove and store them for a maximum of one month. We will notify you at the last known address. If the items are not collected within one month you agree that we may dispose of the items and you will be liable for the reasonable costs of disposal.

SECTION 4 - YOUR RIGHTS

Your have the following rights:

1 Right to occupy

- 2.1 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).
- 2.1 Your right to occupy your home is at risk if you do not comply with the terms of this tenancy agreement or have proper respect for the rights of other tenants and other persons in the neighbourhood.

2 Tenure

- 2.1 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. We may also apply for a demotion order under Sections 6A and 20B of the Housing Act 1988 (as amended by the Anti-Social Behaviour Act 2003).
- 2.2 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.
- 2.3 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:
- we are using grounds 14 or 14A when the notice may be less than 4 weeks, or
 - we are using grounds 7, 9 or 16 when we will give 2 months' notice, or
 - the Court has allowed us to go ahead without serving notice on you.

Each of the grounds for possession on which we may rely is set out in full in Section 5 of this agreement.

- 2.4 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 set out in Section 5 below.
- 2.5 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.
- 2.6 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.

3 Cessation of assured tenancy

If the tenancy ceases to be an assured tenancy we may end the tenancy by giving you four weeks' notice in writing.

4 Right to take in lodgers and sub-let part of your home

4.1 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).

4.2 As long as you first get our written consent, you may sublet part of your home. We will not refuse consent unreasonably and we may give consent subject to reasonable conditions. Failure to comply with such conditions will be a breach of your tenancy agreement.

5 Right to make improvements

You may make improvements, alterations and additions to your home including putting up a television aerial, external decoration and additions to, or alterations in, our installations, fixtures and fittings, provided that you have first obtained our written consent and all other necessary approvals (for example, planning permission or building regulations approval). We shall not unreasonably refuse consent but may make it conditional upon the works being carried out to a certain standard. Failure to seek our consent or to comply with our conditions shall be a breach of your obligations under this tenancy.

6 Compensation for improvements

You have the right to claim compensation for certain improvements which you have made to your home after a certain date. 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.

7 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.

8 Right to consultation

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

9 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.

10 Right to exchange

10.1 You have the right to exchange this tenancy by way of assignment with that of another assured periodic or secure tenant of a registered housing association or a local authority subject to first getting our written consent. We will only refuse consent in the same circumstances where a council landlord would be able to refuse consent.

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

11 Complaints

We shall establish a procedure for dealing with complaints you raise on any matter arising from this tenancy. The procedure shall operate in accordance with the requirements of the National Assembly for Wales 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.

If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to refer the matter to the Public Services Ombudsman for Wales.

12 Preserved Right to Buy

12.1 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.

12.2 If you were an Introductory Tenant of the Council immediately before we became your landlord, we will give you a right to buy your home as far as possible on the same terms as the preserved right to buy.

12.3 If you die, the person who takes over the tenancy under the succession rights in Section 2 above will also take over your preserved right to buy (if you had that right).

12.4 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.

12.5 To avoid doubt, if you became the tenant under this Tenancy Agreement following an exchange (under condition 10 above), you do not have a preserved right to buy unless you had that right under a previous tenancy which we granted to you.

13 Right to acquire

You have the right to acquire your home under the Housing Act 1996, 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.

14 Preserved rights

So far as possible, we agree to give you the rights in conditions 4 to 10 above) 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 applied to this tenancy.

SECTION 5 – GROUNDS FOR POSSESSION

Schedule 2 of the Housing Act 1988 - Grounds for Possession of Dwelling-houses let on Assured Tenancies

Part I Grounds on which Court must Order Possession

Ground 7

The tenancy is a periodic tenancy (including a statutory periodic tenancy) 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 twelve 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 periodic 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 of the tenancy, the premises which are let or any other term of the tenancy.

We will only seek to recover possession of your home on this ground in the circumstances explained in Section 2, condition 7.

Part II 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 we commence proceedings for possession within twelve months following the date of your death. Before deciding whether or not it is 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 dwellinghouses 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, 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 14A

The dwellinghouse was occupied (whether alone or with others) by a married couple or a couple living together as husband and wife or civil partner and -

- (a) one or both of the Partners is a tenant of the dwellinghouse,
- (b) the landlord who is seeking possession is a registered social landlord or a charitable housing trust,
- (c) one Partner has left the dwellinghouse 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 within the meaning of the Charities Act 1993.

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 dwellinghouse 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 or State, employment by a health service body, as defined in section 60(7) of the National Health Service and Community Care Act 1990, 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.

Response Form

Remember, this is NOT the ballot

1 On the basis of the information that you have received so far, what are your views on the housing transfer proposal?

- I am generally supportive of the transfer proposal
- I am not generally supportive of the transfer proposal
- I am not sure / need more information

2 Please use the space below to describe what you like or dislike about the housing transfer proposal and any views you have on how it could be improved.

Name []

Address []

Telephone Number []

Please return this reply to reach the Council by
XXXXX

Remember, this is not the ballot

Information Request

If you would like someone to contact you to discuss the housing transfer proposal or to answer any queries that you may have. Please tick the box below, making sure that you have given your name, address and telephone number above.

- Tick this box if you would like to be contacted

Reverse 2nd Class Pre Paid Return slip: HSBP Office address