



# CORPORATE SCRUTINY COMMITTEE

2<sup>nd</sup> October 2024

Wednesday, 9th October, 2024, 6.00 pm in Town Hall, Market Street, Tamworth

## SUPPLEMENT – ADDITIONAL DOCUMENTS

Further to the Agenda and Papers for the above meeting, previously circulated, please find attached the following further information, which was not available when the agenda was issued:

### Agenda No. Item

6. **Social Housing Regulatory Programme Update** (Pages 3 - 52)  
*(Committee to consider the Report of the Portfolio Holder for Housing, Homelessness and Planning which is due to be presented at Cabinet on the 10<sup>th</sup> October 2024)*
7. **Update on Strategic Review of Leasehold Service Charges** (Pages 53 - 178)  
*(Committee to consider the Report of the Portfolio Holder for Housing, Homelessness and Planning/Executive Director Communities, which is due to be presented at Cabinet on the 10<sup>th</sup> October 2024)*
12. **Update on Housing Repairs Contract** (Pages 179 - 260)  
*(Committee to consider the Report of the Portfolio Holder for Housing, Homelessness and Planning, which is due to be presented at Cabinet on the 10<sup>th</sup> October 2024)*

Yours faithfully

A handwritten signature in black ink, appearing to read 'S.C.V.'.

## Chief Executive



To Councillors: S Smith, G Coates, M Couchman, H Hadley, T Jay, K Norchi, B Price,  
M Summers and A Wells.

Thursday, 10 October 2024

**Report of the Portfolio Holder for Housing, Homelessness and Planning****Social Housing Regulatory Programme Update****Exempt Information**

Non-Exempt

**1.0. Purpose**

- 1.1 To update Cabinet on the latest position regarding compliance with the [Regulator Social Housing \(RSH\) Consumer Standards](#), published with effect from 2nd April 2024
- 1.2 To support any emerging and/or additional recommendations arising from **Corporate Scrutiny meeting on 09<sup>th</sup> October 2024**; further informed by discussions at the **Homelessness & Housing Advisory Board meeting on 1<sup>st</sup> October 2024**

**2.0. Recommendations**

2.1. Cabinet are recommended to:-

1. Acknowledge progress regarding the areas identified for self-referral to the Regulator Social Housing, summarised at Annex one
2. Approve the Tenant Impact & Risk Assessment arising from the Self-referral developed with Staffordshire Fire & Rescue Services, shown at Annex Two
3. Support Homelessness & Housing Advisory Board discussions on the 1<sup>st</sup> October 2024 to progress the Autumn Roadshow consulting on the Tenant Involvement & Engagement Strategy launched at the Tenant Conference (16/9/24), Summarised at Annex Three
4. Agree recruitment of an independent Tenant Advocate to the Homelessness & Housing Advisory Board to support the Tenant Voice – referring details to Appointments & Staffing Committee for formal approval

**3.0. Executive Summary****Self-Referral Regulatory Housing Consumer Standards**

- 3.1. The [consumer standards were published on 2/4/24](#) and were largely unchanged from those published February 2024 and were updated in Tamworth's own programme to drive improvement. These cover 4 key standards [Neighbourhood and Community](#); [Safety & quality](#); [Tenancy](#) and [Transparency, Influence and Accountability \(including Tenant Satisfaction Measures\)](#).
- 3.2 Self-Referral is particularly addressed in the Transparency, Influence and Accountability Standard at 2.6 and cautions that

*2.6.1 Registered providers must communicate in a timely manner with the regulator on all material issues that relate to non-compliance or potential non-compliance with the consumer standard*

3.3. As a result of the Programme, the Leadership Board agreed on 31<sup>st</sup> July 2024 to trigger a self-referral, taking into account:-

- Self-assessment undertaken externally in 2023 by YDS and checks on progress
- Independent Asset Compliance Review Accepted 17/7/24
- Homelessness & Housing Advisory Board updates around organisational progress (including tenant representatives)
- Recommendations from the Programme Lead and Officers

3.4 Since the Self-referral on 12<sup>th</sup> August 2024 (letter to RSH shown at annex four), the Leadership Board have received routine updates on a weekly basis.

**Achievements have included**

- Investment in Resource with backfilling arrangements for Programme lead/Head of Repairs until end of November aimed at accelerating progress on priority workstreams with routine updates through the Trade Union Liaison Group, Corporate Operations Group and retained external expertise
- Updated data reflecting progress, sent to the Regulator on 30/9/24 – (annex one) in readiness for a scheduled appointment on Friday 25<sup>th</sup> October 2024
- Housing Ombudsman confirmed receipt of self-assessment and published data rectifying this area of non-compliance (Cabinet 29/8 – published 5/9)
- Significant improvements across Asset Compliance Areas – with progress across all compliance areas as shown in annex one and two.
- Work-shop with Staffordshire Fire & Rescue Services on tenant/resident impact assessment with inclusions around sprinkler testing; FAQ development and ‘waking watch’ arrangements (i.e. enhanced cleaner identification of issues)
- Tenant Conference launching consultation on a refreshed and modernised ‘Tenant & Leaseholder Voice’ improvement plan – Roadshow to commence November 2024
- Approval for Tenant Voice & Teant Analyst to support ‘getting to know you’ campaign and review of TSM improvement planning

3.5. The areas for self-referral are summarised below with specific progress shown



RSH Standard	Lead AD	Ref	Requirement copied from RSH standard	Breach	Similar Org. reporting breach(es)	Progress
Safety & Quality	Paul Weston	1.3 Health & safety	1.3.1 When acting as landlords, registered providers must take all reasonable steps to ensure the health and safety of	1386 Electrical Inspections outstanding including 39 communal blocks Fire Risk Assessments – 299 arising	<a href="#">Southwark</a> <a href="#">Bristol – 3000 overdue fire safety remedial actions</a> Guildford – 1700 without	A detailed improvement plan supported by external consultants is in place with SMART actions and a focus on critical actions

			tenants in their homes and associated communal areas.	management actions outstanding  Legionella Risk Assessments – 5 missing blocks now complete (25/25) with 541 management actions outstanding  Asbestos Reporting – insufficient process to share information with contractors  Corporate H&S reporting & Accountability – an identified H&S lead member as required under the standard	up-to-date electrical certification  Octavia – 1200 overdue fire safety actions  <a href="#">South Derbyshire – stock condition not up to date</a>	until December 2024.  Progress has been made across all housing asset compliance areas as shown to the update to the RSH on 30/9/24 attached at annex one
Transparency, Influence & accountability	Zoe Wolicki	1.6 Complaints	1.6.1 Registered providers must ensure complaints are addressed fairly, effectively, and promptly.	Failure to submit the self-assessment by 30 <sup>th</sup> June 2024 and show organisational learning from complaints – see HO letter received 26/7/24		Completed – The Housing Ombudsman has acknowledged the Cabinet decision on 29/8/24 to agree publication, complaints member lead & continuous learning and this is now on the Councils website (05/9/24)
Neighbourhood & Community	Hannah Peate	1.1 Safety of Shared Spaces	1.1.1 Registered providers must work co-operatively with tenants, other landlords and relevant organisations to take all reasonable steps to ensure the safety of shared spaces			Several workshops have now been held with tenants to develop and co-design the environmental service standards. A draft was informed by discussions with TCG and is due to be finalised September 2024

- 3.6 The need for organisational transparency around self-referral was further re-enforced by the Regulator at recent ‘round table discussions’ with providers. Kate Dodsworth (Chief of regulatory Engagement) said that all providers were encouraged in the interests of transparency to share with the RSH where there was any issue with compliance, a failure to do so could invite regulatory sanction where it was assessed during routine inspection that it should have done so.
- 3.7 There is a growing number of referrals across the sector, evidenced by the latest [consumer report](#), with providers seeking to demonstrate ‘organisational grip’ by self-referring. We know there were 986 referrals, an increase of 5% from the year before with 217 referrals investigated and 9 landlords in breach. Since 2024, this is increasing as other regulatory breaches have been published including South Derbyshire, South Kesteven, Southwark, etc. The RSH also produced [inspection guidance](#) and [mitigating factors supporting self-referral when RSH is considering a breach](#).
- 3.8 Tamworth have already had very positive discussions with the Regulator and have welcomed the openness, organisational understanding and commitment to improvement. At the last meeting on the 20<sup>th</sup> September 2024 the regulator described three potential routes following the self-referral preliminary assessment: -

- 1. No further action
- 2. Regulatory Intelligence and ongoing dialogue with the RSH
- 3. A grading review based on the self-referral which could be either a C3 or C4 rating

**Tamworth is planning for three, it would be evidence of considerable progress to follow route two.**

**Tenant Voice & Involvement in Service Improvement**

- 3.8 Central to improving housing services is ensuring tenants and leaseholders are at the heart of this. A refreshed tenant involvement and engagement strategy was launched for consultation at the Tenant Conference on the 16<sup>th</sup> September 2024.
- 3.9. The Homelessness & Housing Advisory Board continue to discuss the next steps arising from the event; and the planned roadshow over the Autumn is supported by the Board and forms part of this cabinet report. Following the consultation the new Tenant Voice Strategy will be reported to Cabinet on 25/2/25. Full details of the Board report are provided. Key headlines are summarised in the slide below were presented at the conference and reflect key principles aimed at transforming tenant engagement.

**Tenant & Leaseholder Voice Better Together!**

- Your Voice in every Choice
- No voice no vote
- Tenants & Leaseholders **First** culture
- More Involvement opportunities
- Easy as ABCD
- Improving services together
- Development Tamworth Talent Academy– Staff & you!

**The Tenant Journey**

Tenant Co-design Journey	
Foundations	Co-design housing services with tenants
Front door	Service accessibility for tenants
Windows	Tenant insight
Ground & first floor	Tenant information, consultation, involvement & empowerment
Chimney	Tenant insight & flow of information

**We need YOU!**

**Independent Tenant Advocate**

3.10 As part of discussions at the Tenant Consultative Group (TCG) and Homelessness & Housing Advisory Board, it is accepted that TCG would benefit from an independent tenant advocate, similar to a non-executive director at a registered provider.

The development of the Homelessness & Housing Advisory Board was recognised as good practice from the self-assessment and at a recent tenant workshop, it was recommended that this independent advocate would help tenants develop and strengthen their ability to hold the executive to account across scrutiny, training and overall assurance when representing and channelling the wider tenant and leaseholder feedback.

3.11 It is therefore proposed to develop this and make proposals to Appointments and Staffing Committee on the detail if this is agreed in principle.

**4.0. Resource Implications**

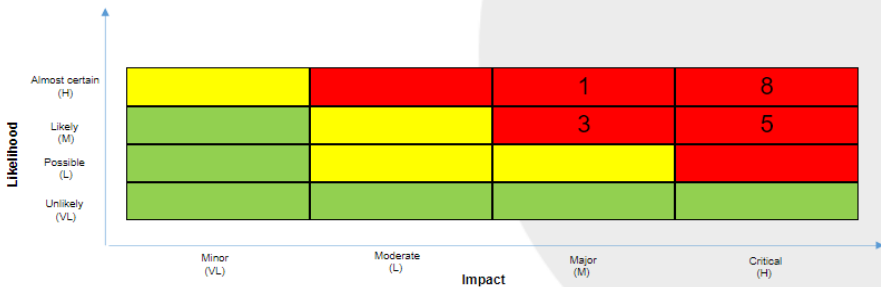
4.1. There are no direct financial implications arising from the recommendations as these can be contained within existing budgets, specifically policy changes agreed in 2023/2024 for the Social Housing regulatory Programme.

4.2 It is envisaged that expenses will be paid to the tenant independent advocate and this can be met from the tenant involvement budgets, save further benchmarking and review which will be reported to Appointments and Staffing Committee.

**5.0. Legal/Risk Implications Background**

5.1 Routinely the Social Housing Regulatory Programme meets to discuss progress and the Risks are mapped and those scoring 12 and above reported to Audit & Governance Committee. The headlines are as follows

# Risk Management



Summary of active risks

Sept	High	17	Moderate	0	Low	0	Total	17
------	------	----	----------	---	-----	---	-------	----



# Programme Risks

Long term organisational risks if the programme is unsuccessful.

Risk	Mitigation	Likelihood	Impact	Score
Reputational Risk – if the Council is not able to comply with data requests and/or fails to meet required standards in Knowledge Information Management/KIM.		H	H	16
Change in national political leadership which is likely to lead to a review on the overall strategic approach to the sector.		M	M	9
Insufficient resourcing of the programme could put pressure on existing resources	A resourced team will ensure focus and add capacity to service improvement planning	M	H	12
Customer dissatisfaction and rising complaints from tenants and leaseholder leading to unmanageable expectations	Routine reporting to the Housing and Homelessness Advice Board to review and to inform Cabinet updates. Use of external audit specialists.	M	H	12
Management intervention by the regulator if appropriate resourcing not put in place	Continued self-assessment and review will ensure preparedness for inspection, this will include undertaking a further self-assessment in 2025, marking the first 12 months of improvement planning.	M	H	12
Internal Audit – substantial assurance is based on continuing to progress the improvement plan, not doing this will result in risk. Lack of subject expertise within internal team.		M	H	12
Non-compliance and fined by the regulator for not evidencing high quality housing services.		M	H	12

## 6.0. Equalities Implications

- 6.1. As a result of areas identified around asset non-compliance a tenant/resident impact assessment has been developed in conjunction with stakeholders, including Staffordshire Fire & Rescue Services. This is shown at annex two.
- 6.2. In addition to the risk and equality implications the following communications are planned and will kept under review

Calendar 140824 TM to be populated by att w...

AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JAN 2
<ul style="list-style-type: none"> <li>Dedicated resourcing – Asset compliance workshops scheduled in person weekly</li> <li>Leadership team routine briefings (Weds)</li> <li>Member briefing &amp; basic FAQ</li> <li>AD briefing in person (8/8/24) for HoS dissemination</li> </ul>	<ul style="list-style-type: none"> <li>Routine leadership briefings (Weds)</li> <li>Cross party press release</li> <li>TULG scheduled 12/9/24</li> <li>Tenant conference 16/9/24 with feedback on improvement planning</li> <li>Website development scoping</li> <li>RSH appointment diarised 20/9/24</li> </ul>	<ul style="list-style-type: none"> <li>Website launch with tenant podcast and FAQs</li> <li>Repairs compliance workshops</li> <li>Partner bulletin</li> <li>Open House feature</li> <li>Cabinet 10/10/24</li> </ul>	<ul style="list-style-type: none"> <li>Chat with Chief – spotlight on regulatory referral – presentation on TMM</li> <li>Web updates</li> <li>Homelessness &amp; Housing Board Updates</li> <li>Roadshow with Tenants &amp; Leaseholders</li> </ul>		

## 7.0. Environment and Sustainability Implications (including climate change)



- 7.1 Delivery of excellent housing services directly contributes to the environment and sustainability of services. There are links to the HRA business plan and this is elsewhere on the forward plan for consideration.

## 8.0. Matters for Consideration

### Regulatory Context

- 8.1 All Chief Executives and Leaders were written to on [3<sup>rd</sup> April 2024](#) setting out the new social housing regulation requirements. This follows a range of publications on new consumer standards set out in the Social Housing (Regulation) Act 2023 and builds on the Regulator approach to [reshaping consumer standards](#)

A self-referral is simply where the Landlord does not believe it is meeting the RSH consumer standards – the timing of this must be based on where it believes it can not evidence compliance, rather than anecdote.

- 8.2 The Social Housing Regulatory Programme commenced June 2023 and Trueman Change were engaged October 2023 to support preparedness' for housing relater inspection, service improvement and housing-based compliance. All designed to put tenants at the heart of our housing-based service offer; recognising housing functions are split across the Council.
- 8.3 The Programme including details on associated projects, risk management and the need to seek quality assurance have been built around the consumer standards. The Summary has been routinely featured at the Homelessness' & Housing Advisory Board, the latest 1<sup>st</sup> October 2024 – as well as subject to previous Cabinet decisions and scrutinised at several service specific Scrutiny Committees. This follows Tamworth's own self-assessment in 2022/2023 which informed the action and improvement plans.
- 8.4. Tamworth Leadership team know that all housing providers will be inspected over a four (4) year period with the first Inspections commencing April 2024. Whilst the Regulator has published a range of inspection guidance; the timetable specific to Tamworth remains unknown. The Regulator described Landlords needing to be in constant pursuit of tenant excellence and should therefore see inspection as part of that journey. Ratings are from **C1 to C4** (higher better) – details on gradings and latest was published 17<sup>th</sup> July by the RSH in their latest [Consumer Regulation Review 2023-2024](#).
- 8.5 The Regulator published its first set of regulatory judgments on [24/7/24](#) with Watford Community Housing Trust and Nottingham Community Housing Associations being given C1 ratings, and [five\(5\) Social Landlords given C3 ratings](#) (Bristol, Cambridge, Guildford, Sheffield and Octavia Housing) – more ratings continue to be published which Tamworth continues to review.
- 8.6. Tamworth has spoken to the majority involved in the first wave of inspections (Melton, Staffordshire Moorlands/High Peak, Cobalt, Saffron Waldon, Kensington & Chelsea) and is developing an outward focus on which to build strong peer networks and evidence continual improvement through benchmarking and learning.

### Tenant Satisfaction Measures – submission by 30<sup>th</sup> June 2024

- 8.7. Tamworth successfully submitted the required Tenant Satisfaction Measures before the 30<sup>th</sup> of June 2024 deadline. The focus was on accuracy, data validation and interpretation of the Regulators technical guidance.
- 8.8 The TSMs were published as required and [tenants designed the leaflet](#) and the [vice chair of the tenant consultative group headlined the video](#) explaining the results

- 8.9 The results were disappointing across several areas relating to tenant satisfaction (down from 78% to 58% overall), response times to complaints at 54.5% and 42.1% along with proportion of homes required to have a legionella risk assessment at 69.9%. The roadshow seeks to develop the improvement plan and this will be reported back to Cabinet routinely.

**Report Author**

Tina Mustafa – Assistant Director Neighbourhoods / Programme Director

**Appendices**

1. **Self-Referral Progress Statement sent to RSH 30<sup>th</sup> September 2024**
2. **Tenant/Resident Impact Assessment arising from asset non-compliance**
3. **Homelessness & Housing Advisory Board Report from Tenant Conference on Tenant Involvement Strategy**
4. **Self-referral letter**

## Progress report for the RSH at 27<sup>th</sup> September 2024

	RSH Question	Information Required	Lead Officer	Evidence Links
1	Electrical position update?	Numbers and Summary with target dates for Nov-March	<a href="#">@Weston,</a> <a href="#">Paul@Mustafa,</a> <a href="#">Tina@Ian Gardner</a>	<p>Tamworth has taken the opportunity to update the RSH template previously submitted on 30<sup>th</sup> August showing progress across core compliance areas.</p> <p><a href="#">Please refer to attached link</a></p>
2	Fire Position Update? By types of actions and targets to end of October completion	Numbers and Summary	<a href="#">@Harper, Martin</a>	
3	Legionella/Water Update? By types of actions and Targets to end of October completion	Numbers and Summary	<a href="#">@Harper, Martin</a>	
4	Latest Position on Stock condition and how that links to Carbon/fire detection	Numbers and Summary as referenced around AMS/HRA etc	<a href="#">@Weston,</a> <a href="#">Paul@Mustafa,</a> <a href="#">Tina</a>	
5	Tenant Risk Assessment whilst work underway?	Collaborative work with SFARs	<a href="#">@Mustafa,</a> <a href="#">Tina@Harper,</a> <a href="#">Martin</a>	<p>Tamworth has undertaken an impact assessment to mitigate risks to tenants and leaseholders whilst it completes outstanding works. This risk assessment has had regard for property types and household vulnerability and was done in conjunction with the council's compliance team, retained external consultants, the council's H&amp;S lead. Details of which were also shared with SFRS via a workshop which resulted in further measured being included. The council's tenant voice manager is overseeing the continued implementation of all these actions.</p> <p><a href="#">Please refer to the attached link.</a></p>
6	How are you going to sustain momentum and service improvement – root	Discussed scope of externally support review	<a href="#">@Barnes, Rob</a> <a href="#">@Mustafa, Tina</a>	<p>A key objective of the improvement plan was to conduct a thorough root and branch review of the causation factors around the self-referral.</p>

	and branch review to avoid self-referral, ensure capacity, resource and structural adequacy?			<p>The scope of this is currently being finalised and will be undertaken with external support and completed by Christmas. This review is intended to follow best value principles and look at the repairs service generally rather than a narrow focus. This will also be informed by the external review undertaken for asset compliance; as well as the ongoing one into repairs contractor(s).</p> <p>Whilst this full review is undertaken the Programme Director will be recommending complimentary options around adding capacity and resource given new pressures within the team relating to training, turnover and expertise.</p> <p>Tamworth has already seconded the Programme Director full-time, adding back fill resource until November to ensure that momentum and progress is sustained.</p>
7	Complaint handling – Can we see detailed numbers and themes ?	Latest improvement plan; housing complaints/compliments/service request intel for 2023/4 with response times and improvement plan for learning	<a href="#">@Wolicki,</a> <a href="#">Zoe@Hesketh,</a> <a href="#">Nicola</a>	<p>The <a href="#">external review of complaints</a> for 2023/24 is attached. Further work is needed on improving response times and learning from complaints at a more granular level which is the next piece of work.</p> <p>Performance for Q1 was 27 stage 1 complaints with 13 answered in target. 8 stage 2 complaints with 2 answered in target.</p> <p><a href="#">Minutes of the tenant meeting review the 2023/24 is attached.</a> It is intended that the complaint review panel will work on the ‘You said, We did’ approach reflected in the tenants annual report.</p>

				Tamworth has invested in resources approving a tenant voice manager and a tenant analyst in the tenant involvement team to support tenant complaint investigation and complaint handling improvements.
8	Damp & Mould self assessment – please to see can we have an update on progress	Review of 'spotlight' on damp self assessment with check of SMART plan	<a href="#">@Weston, Paul</a>	Tamworth has taken the opportunity to update the RSH template previously submitted on 30 <sup>th</sup> August showing progress across core compliance areas.  <a href="#">Please refer to attached link</a>
9	Complaint handling – 23% satisfaction – where do you want this to be?	Linked to above and improvement plan with narrative	<a href="#">@Wolicki, Zoe@Hesketh, Nicola</a>	As per the plan above, aiming for 35% in this year's survey and 50% next year.
10	Environmental Service standards have you progressed?	Draft service offer for HMOs	<a href="#">@Peate, Hannah@Greaves, Mark</a>	Good progress. <a href="#">Draft service standards attached</a> which have been <a href="#">discussed with tenants</a> . <a href="#">Minutes of the meeting with tenants are attached</a> . Further work and consultation needed which should be completed by November.  The evidence attached in the folder shows comprehensive tenant engagement in the co-design of service standards as you will see these include mechanisms by which tenants can monitor these standards. There is an organisational intention to rationalise all the service standards so there is a consistent approach and this is reflected in the actions within the TIA standard.
	TSM questionnaire used – have checked website and pleased to see published	Completed see attached	<a href="#">@Birch, Lee</a>	<a href="#">This is attached</a> . The action is complete.

	information but want the blank questionnaire			
	Governance & Timeline	Dates for Members	<a href="#">@Mustafa, Tina</a>	<p><a href="#">Homelessness &amp; Housing Advisory Board 1/10/24</a> - the item on the self-referral is confidential. Please click on the link for the full report.</p> <p><a href="#">Corporate Scrutiny to review Draft Cabinet report 09/10/24 - Cabinet 10/10/24</a></p> <p>Discussion with JB around whether to release ahead of formal review – as items currently non-confidential – reports not yet issued.</p>

## Annex F - Example compliance data template

**PROVIDER: Tamworth Borough Council** – Original submission unchanged 30/8/24. **Update 27/9/24 below**

Workstream		Total No. of Assets in prog.	No. of Compliant Assets	No. of Non-Compliant Assets	COMPLIANCE (%)
GAS SAFETY	Domestic gas (LGSR)	3637	3636	1	99.98%
	Communal gas (LGSR)	4	4	0	100%
		<b>No. of capped properties</b>	<b>No. of capped properties over 3 months</b>		
	Properties with a capped gas supply	<b>27</b>	<b>22*</b>		
		<b>No. of overdue checks</b>			
	Overdue gas safety checks (<1 month)	<b>0</b>			
	Overdue gas safety checks (1-3 months)	<b>1</b>			
	Overdue gas safety checks (> 3 months)	<b>0</b>			

\*All 22 have had a gas service and are capped. This includes the carcass and gas infrastructure. Capped properties have always been included in the gas programme. All capped properties are reviewed by the tenancy team as part of the vulnerable tenants procedure as we recognise that this is an indicator of a household in financial stress. There is a lead officer assigned to this, and all cases are subject to routine review including referrals to third parties for financial/pastoral support.

We currently have 1 overdue gas service; this property is included in the properties capped. We are following our no access process to gain access to the property to make this compliant. A notice has been served. Awaiting a court date for a warrant.

As part of the asset compliance improvement plan, there is a critical action to complete a reconciliation exercise across all the compliance areas, so the council has assurance that the assets in the programme are accurate.

**27<sup>th</sup> September Update Commentary**

**\*22 – confirmation that all capped properties have had an initial contact and where residents have engaged, they all now have a support plan to maximise their income and reduce fuel poverty. These agreed plans provide support with targeted assistance through the tenancy management team.**

**The one overdue has now been completed however, in accordance with the no access procedure there is now one different property going through the court process.**



Workstream		Total No. of Assets in prog.	No. of Compliant Assets	No. of Non-Compliant Assets	COMPLIANCE (%)
ELECTRICAL SAFETY	5 Year EICR domestic testing cycle	4316	2829	1487	65.5%
	10 Year EICR domestic testing cycle	0	0	0	0
	Domestic properties with no EICRs	0			
	Communal EICRs	78	29	49	37%
		<b>Overdue high risk - No. of C1 (danger to life)</b>	<b>Overdue medium risk - No. of actions C2 (potentially dangerous)</b>	<b>Overdue low risk - No. of actions C3 (improvement recommended)</b>	
	Overdue electrical remedials (< 3 month)	0	1	0	
	Overdue electrical remedials (3-6 months)	0	0	0	
	Overdue electrical remedials (6-12 months)	0	0	0	
	Overdue electrical remedials (12+ months)	0	0	0	

**Comments:**

A review of the stock list has taken place and the number of required EICRs is 4316. The change is a result of updating the EICR spreadsheet with new builds and sold properties. A new method of maintaining the spreadsheet with current properties has been introduced to ensure that no properties are missed. Ultimately it is the intention of the Council to track this through an upgrade in Orchard.

There are 2829 properties with a current EICR as of 1<sup>st</sup> September 2024. This number has been established from the live database in Orchard. This provided the completion dates of all EICRs for occupied properties in the last 5 years, all void properties and all mutual exchanges. All EICRs are stored on our Civica Document Management System and an audit of 1% of the properties with a current EICR has produced a valid certificate for all the properties. Whilst this verifies the information, the sample size was very small. The Council is aiming to complete a 10% check of the valid EICRs within the next 2 months.

There is an ongoing programme to address the backlog of 1487 properties and further work is needed to prioritise the addresses. The Council is also conscious that properties will be moving from compliant to non-compliant every day.

The increase in non-compliant properties from the 1386 reported on 16<sup>th</sup> May 2024 to 1487 on 1<sup>st</sup> September 2024 is a result of the robust approach to validation before an EICR is considered compliant.

There is a manual check of every EICR, remedial works are done whilst at the property, one Cat 2 has been picked up and works order has been raised to rectify this work. Background information has been checked and shown that works are being progressed through the system. There is no backlog of C1, C2 and C3s as these are affectively rectified during the EICR Inspection.

**27<sup>th</sup> September Updated Commentary**

Completed phase 1 of the EICR project and awarded the contract via Fusion 21 framework to Grooms. Mobilisation is underway with a target of 15<sup>th</sup> October for commencement. 320 estimated per month until the end of March 2025 resulting in 1919 EICR updates of which 1487 were overdue at 30<sup>th</sup> August 2024. Risk mitigations for no access includes dedicated TLO arrangements, mop up sessions planned for April to June 2025 and prioritised impact assessment informed by Staffordshire Fire and Rescue Service (attach in the pack).

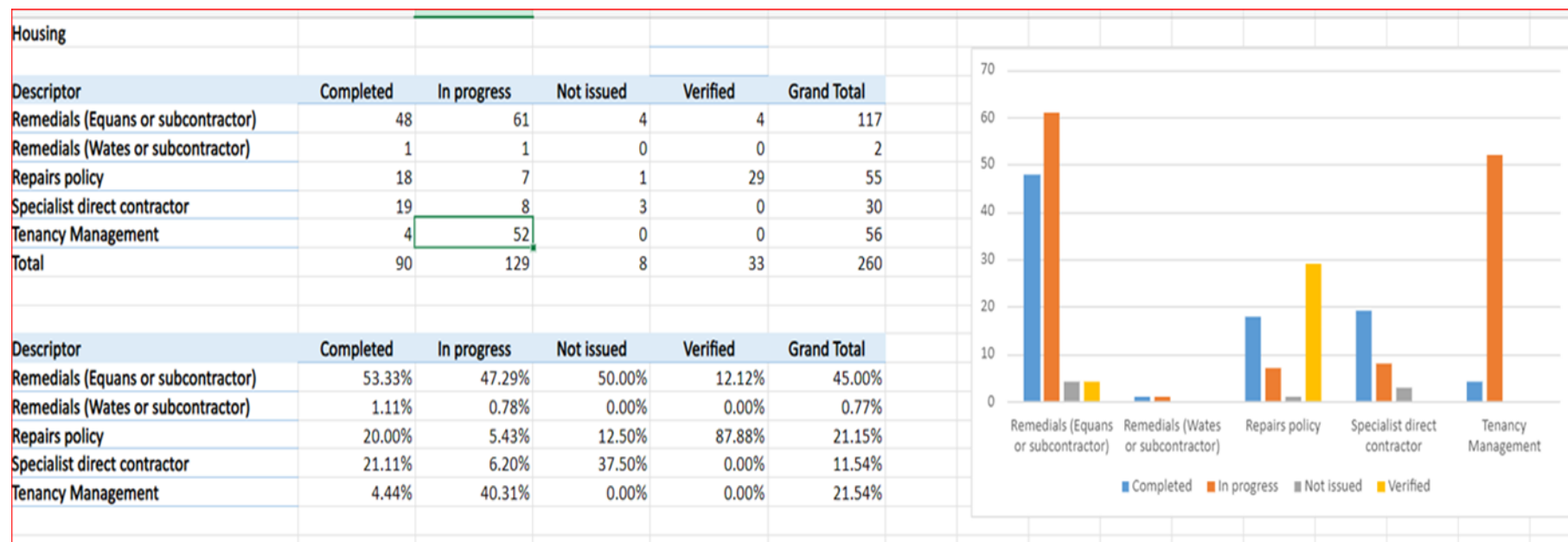
Workstream		Total No. of Assets in prog	No. of Compliant Assets	No. of Non-Compliant Assets	COMPLIANCE (%)
FIRE SAFETY	Fire Risk Assessments in high risk buildings	6 (348)	6	0	100
	Fire Risk Assessments in non-high risk buildings	71 (847)	71		100
	Overall Fire Risk Assessments	77			
<p><b>Comments:</b> Please provide information on any high risk buildings, the types of Fire Risk Assessments undertaken across the portfolio, whether there are PEEPs in place, and if there are leasehold properties where the Provider carries out the FRAs but is not responsible for remedial actions. It is important to be clear where a single FRA of a building contains a large number of flats as the quantum of completed FRAs may not be representative of the number of homes impacted.</p> <p>73 blocks were included as a part of the TSMs submission which (number of stock as 1117). 77 (1195 properties) is as a result of the external compliance report identifying the correct number, accepted by the Council on 31<sup>st</sup> July 2024.</p> <p><b>27<sup>th</sup> September Updated Commentary</b></p> <p><b>An external third party fire risk assessor has been engaged to support the reconciliation of the council's stock requiring an FRA. This will be completed by the end of October. Any additional blocks identified and/or requiring a Fire Risk Assessment will be completed at that time. The Council's position will therefore remain 100%.</b></p> <ol style="list-style-type: none"> <li>Definitions of high-risk a. building Safety Act 18+m (used). b. NROSH returns 11+m</li> <li>High rise blocks are 18+m, there is on 11+m included in the non- high rise. (The number in brackets is the number of residences)</li> <li>There is information for the fire service in the Premises Information Box at the 6 high rises detailing relevant infrastructure/ planning information for the blocks.</li> <li>There is a lead officer who completes a vulnerability plan for the high rises that details PEEPs/relevant mobility information that is shared with Staffordshire Fire and Rescue and the Council's community alarm call handling service (Tunstall) for in and out of hours access on a routine basis.</li> <li>There are 48 leaseholders within the 6 high rise blocks and the council has incorporated any remedial actions within its overall plan.</li> </ol>					
		No. of high risk actions	No. of medium risk actions	No. of low risk actions	
	Overdue FRA remedial actions (<3 months)	0	0	0	

Overdue FRA remedial actions (3-6 months)	0	0	0
Overdue FRA remedial actions (6-12 months)	0	146	114
Overdue FRA remedial actions (12+ months)	0	0	0

**Comments:** Please include a definition of high, medium and low risks and associated target times for completion. If remedial actions get routed through other programmes (e.g. capital works), please explain how these actions are recorded and monitored. Outline mitigations that are in place for overdue high risk remedial actions. Does the provider differentiate between FRA remedial actions and tasks that are linked to the remedial action (i.e. is the FRA remedial action figure a consolidation of the number of activities that need to be undertaken to complete the remedial action)

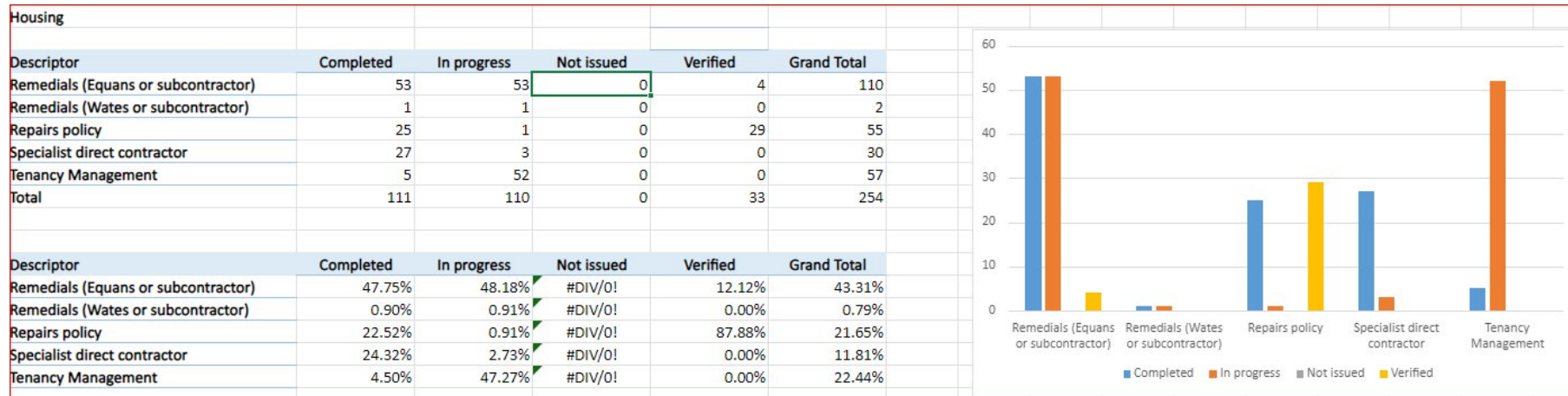
The 297 remedial actions identified as part of the self-referral were as a result of the external asset compliance review in May 2024. Since then, all actions have been checked and categorised in relation to remedial type. The table below shows that 97% of all fire actions are now either in progress, completed of which 47% have now been verified.

Update to Executive Leadership Team on 19<sup>th</sup> August 2024.



The numbers in the table above reflect in medium and low-level risk remedial actions have target dates of the 30<sup>th</sup> September 2024 (90 of them have already been completed and 33 completed and verified) as new fire risk assessments are due from 31<sup>st</sup> August 2024. Any remaining remedials will be passed to the fire risk assessed to incorporate and prioritise in the new risk assessment. For further quality assurance the council has engaged a third-party expert to support the council’s future approach to fire risk management. The Council is currently seeking quotations from both the existing contractor and alternatives to ensure the requisite level of fire competence. It is expected that this will be concluded by the end of September.

**27<sup>th</sup> September Updated Commentary**



**Key progress includes:**

- 100% of all actions are now completed, in progress or verified.
- Tenancy Management – 52 in progress with target dates for the end of October.
- Quotations have now been received and are currently being evaluated for the 2024/25 risk assessments to be completed.

Workstream		Total No. of Assets in prog	No. of Compliant Assets	No. of Non-Compliant Assets	COMPLIANCE (%)
SMOKE AND CO ALARMS	Smoke alarms / detectors	4294			
	Carbon monoxide alarms / detectors	3637			

**Comments:** The Council currently includes this information on the LGSR and other individual records and it would require a manual exercise to complete the table. Whilst the Council is satisfied that all gas properties have above detection because this is a requirement of the LGSR to record it, it is also the council's custom and practice to fit one. There are legacy records indicating that this has been the case.

The Council is currently undertaking a full 100% site-based stock condition survey. The information being captured includes smoke and carbon monoxide detection based on the current sample of 36.07% there is 98.78% compliance for smoke detectors and 99.62% compliance for CO detectors. We would expect this to be the case across all the stock. The council is developing its housing management system to include an attribute field to capture this for routine onward monitoring as presently it does not. Therefore, the council is relying on historical records to evidence that it has had commitments to fitting these to all properties.

**27<sup>th</sup> September Updated Commentary**

**Stock condition is now at 39% complete and we will update the CO / Smoke detection rates when this is above 50% to more accurately focus updates to the figures above.**

Workstream		Total No. of Assets in prog	No. of Compliant Assets	No. of Non-Compliant Assets	COMPLIANCE (%)
WATER SAFETY	Legionella risk assessments	28 (710)	100	0	100

	No. of high risk remedial actions	No. of medium risk overdue remedial actions	No. of low risk remedial actions
Overdue water safety remedial actions (< 3 months)			
Overdue water safety remedial actions (3-6 months)			
Overdue water safety remedial actions (6-12 months)	45	137	322
Overdue water safety remedial actions (6-12 months)			

**Comments:**

A further review of the stock has led to a revision of the number of properties requiring LRAs. The increase is from 25 to 28. All 28 blocks have current LRAs and the progress of the actions arising is being tracked internally through to the Executive Leadership Team.

As indicated above, there were 504 actions arising from the LRAs. 52 have been completed leaving 452 outstanding actions. 45 are a high priority, 137 are a medium priority and 322 are a low priority.

The table below shows the TBC timescales. Priority 4 is High, Priority 3 is Medium, Priorities 2, 1 and 0 are Low.

Rating	Policy	Duration (days)
Priority Level 4	1 Day	1
Priority Level 3	1 month	30
Priority Level 2	3 months	90
Priority Level 1	Defer or schedule	365
Priority Level 0		

Priority Level	Not Issued	In Progress	Completed	Verified	Grand Total
Priority Level 0	67	39	17	0	<b>123</b>
Priority Level 1	0	33	4	0	<b>37</b>
Priority Level 2	7	153	2	0	<b>162</b>

Priority Level 3	14	119	4	0	<b>137</b>
Priority Level 4	2	18	24	1	<b>45</b>
<b>Grand Total</b>	<b>90</b>	<b>362</b>	<b>51</b>	<b>1</b>	<b>504</b>

**27<sup>th</sup> September Updated Table**

Priority Level	Not Issued	In Progress	Completed	Verified	Grand Total
Priority Level 0	0	30	49	44	<b>123</b>
Priority Level 1	0	33	4	0	<b>37</b>
Priority Level 2	0	154	6	2	<b>162</b>
Priority Level 3	0	121	13	3	<b>137</b>
Priority Level 4	0	19	25	1	<b>45</b>
<b>Grand Total</b>	<b>0</b>	<b>357</b>	<b>97</b>	<b>50</b>	<b>504</b>

**Key progress includes:**

- 100% of all actions now issues.
- 29% are now complete/ verified.
- All 28 LRAs are due for 2024/25 and compliance officers are currently reviewing the new ones to refresh the actions, prioritising any outstanding actions from the 2023/24 LRA set.

Workstream		Total No. of Assets in prog	No. of Compliant Assets	No. of Non-Compliant Assets	COMPLIANCE (%)
ASBESTOS SAFETY	Asbestos re-inspections	69	68	1	99.31
	Overdue asbestos re-inspections (< 3 months)				



Overdue asbestos re-inspections (3-6 months)	
Overdue asbestos re-inspections (6-12 months)	
Overdue asbestos re-inspections (12+ months)	1

**Comments:** The one site outstanding (Arden Laundry) was last surveyed in 2019 and was moth-balled for a time. It is no longer used as a laundry but as cleaner's storage. The presumed asbestos on site is low risk, not easily accessible (Electricity supply) and doesn't require more than a visual inspection. The re-inspection has been booked for the coming week.

**27<sup>th</sup> September Updated Commentary**

- The additional inspection at Arden Close Laundry has been completed and the Council is now 100% compliant.
- The improvement plan identified the need to improve the asbestos register arrangements. External consultants have completed 50% of the 69 sites cataloguing asbestos management plans risk rated. Interim arrangements for contractor access is in place via the job ticketing process and via the newly created records. The target date for completion is the end of October.

Workstream		Total No. of Assets in programme	No. of Compliant Assets	No. of Non-Compliant Assets	COMPLIANCE (%)
LIFT SAFETY	Passenger lifts (LOLER) servicing	19	19	0	100
	Overdue remedial actions (<3 months)	0			
	Overdue remedial actions (3-6 months)	0			
	Overdue remedial actions (6-12 months)	0			
	Overdue remedial actions (12+ months)	0			
<p><b>Comments:</b> Yes, we do LOLER Inspections although L113 ACOP for lifts does not require them for the high-rise lifts as they are not deemed a place of work, although sheltered sites could fall within this category. We have Thorough Examinations carried out by a third party (Zurich) and at the time of the last inspections, three were overdue (Peel x 2, would not carry out the inspection due to one lift being out of service, and not willing to isolate the other, leaving the site with no working lift. Strode x 1, lift out of service) and have now been completed, none out of date. The 19 assets are spread over 12 sites.</p> <p><b>27<sup>th</sup> September – No further update.</b></p>					

Workstream		No. of open D&M cases	Open cases assessed as Category 1 HHSRS
DAMP AND MOULD	Damp and mould cases	29	1
	Cases overdue by <3 months	23	1
	Cases overdue 3-6 months	5	0
	Cases overdue by 6-12 months	1	0
	Cases overdue by 12+ months	0	0

**Comments: e.g. are remedial works are programmed in and risk to tenants mitigated?**

Figure taken from Cat 1 HHSRS as reported through the stock condition survey results.

603 cases reported in the last 12 months.

The vast majority of HHSRS failures identified through the stock condition survey have fallen into Cat 3-5 and considered to be slight - moderate

All open cases are at various stages with the contractor and are actively being worked on in line with the Council's Damp and Mould Policy and Housing Repairs Policy.

**27<sup>th</sup> September Updated Commentary**

**A resource has been identified as part of the improvement plan to refresh the self-assessment on Damp and Mould and audit the current open cases.**

Workstream		Total No. of Assets in programme	No. of Compliant Assets	No. of Non-Compliant Assets	COMPLIANCE (%)
STOCK CONDITION	Meet the Decent Homes Standard	4316	3945	371	93.59%
	<i>Please provide information on the latest stock condition survey, including its extent, type of survey, and whether it includes cloned data. In addition, how does the provider intend to maintain the currency of its SCS (i.e. what is the rolling programme?)</i>				
	<p><i>Please provide a summary of your stock profile:</i></p> <p>1,557 properties have had a full stock condition survey representing 36.07% of the stock. 8.61% of the properties fall outside the decent homes definition. A third of the failures are a result of a Cat 1 HHSRS failure and orders have been placed to address these hazards. A third of the failures are a result of the age of the boilers and orders have been place for new boilers to be installed.</p> <p>The remaining stock condition surveys are in target for completion by December 2024.</p> <p><b>27<sup>th</sup> September Updated Commentary</b></p> <p>We have completed a total of 1,763 surveys, representing 39% of the target number of 4,517 surveys.</p>				

Workstream					
INVESTIGATIONS AND ENFORCEMENT ACTION	<i>Please provide information below on current investigations and enforcement actions being undertaken by third parties into health and safety, including the Housing Ombudsman, Building Safety Regulator, Fire Service, Health &amp; Safety Executive, and Local Authorities under the HHSRS:</i>				
	<p>The Housing Ombudsman have given Tamworth an extension until the 5<sup>th</sup> September 2024 to submit the relevant details. This allows for Cabinet decisions on the 29<sup>th</sup> August detailing the Councils approach to compliant handling and governance arrangements. Details will be published on the 5<sup>th</sup> September as per the Housing Ombudsman requirements.</p>				
	<p>TBC can confirm that there are no investigations being undertaken at present by the Building Safety Regulator, Fire Service, Health and Safety Executive or Local Authority under the HHSRS.</p>				

The Housing Ombudsman has two current cases open which it is investigating. (202414906 HO reference) The first one relates to a damaged door which the tenant paid to repair and is seeking reimbursement. (202336512 HO reference) The second relates to an anti-social behaviour case where the complaint remains unhappy with the management of the case.

**27<sup>th</sup> September Updated Commentary**

**The cabinet report and the online submission of the self-assessment has now been completed and accepted by the Housing Ombudsman. HO letter in the RSH file.**

**There have been no further Housing Ombudsman cases opened since the last update.**

This page is intentionally left blank



<b>Assessment No:</b>
-----------------------

### Task Risk Assessment Form

<b>Location/Dept</b>	Assets	<b>Date Assessment Completed</b>	07/08/2024 17/9/2024 TM&SFARS	<b>Assessor</b>	Martin Harper Tina Mustafa Steve Langston
----------------------	--------	----------------------------------	-------------------------------------	-----------------	---

**Purpose** This risk assessment should be read in conjunction with the health and safety housing asset compliance improvement plan. This risk assessment impact assesses the known hazards and mitigating actions across the areas of non-compliance identified with a particular focus on the stake holder/ tenant impact.

<b>Who Is At Risk</b> (tick as appropriate)	<b>Employee</b>	y	<b>Other (please specify)</b>  A corresponding tenant impact assessment is being undertaken to determine prioritised risk actions  This risk assessment will then be reviewed as part of a workshop with other partners to determine the most reasonable and proportionate actions
	<b>Volunteer</b>	y	
	<b>Members Of The Public/Tenant house holds</b>	y	
	<b>Visitors</b>	y	
	<b>Contractors</b>	y	

Risk Identified	Hazards Identified	Outcome & injury
-----------------	--------------------	------------------

Electrical risk- 1386 Risk assessments to domestic properties. 39 out of the 51 communal area electrical checks had not been completed.	EICR's not completed Electrocution Fire Electrical Burns	Death Death or Serious injury Minor or serious injury
Legionella- 541 legionella actions outstanding	Legionella outbreak	Serious illness or death Loss of water supply
Fire- 259 FRA actions to complete	Fire	Serious injury or Death
Asbestos – Asbestos registers to be completed.	Exposure to asbestos	Respiratory disease Contamination of property

Examine each of the hazards involved in the task and note down any preventative or safety measures you already have in place.

Control Measures Already In Place to Address Above Hazards	Likelihood	Severity	Risk Rating
<p>Electric</p> <ol style="list-style-type: none"> <li>1. Undertake EICR's on all voids and mutual exchanges</li> <li>2. Undertake EICR's to planned Kitchen and Bathrooms</li> <li>3. Undertake EICR's on Communal areas</li> <li>4. Diagnostic and triage at the first point of contact through our in-house call contact centre</li> <li>5. Repairs policy that prioritises Total loss of power 24hrs partial loss of power 5 working days unsafe power, lighting socket or electrical fitting 24 hours. <a href="#">TBC Repairs Policy</a></li> <li>6. Any defects C1,C2,C3 identified from the EICR's are rectified</li> <li>7. We encourage active reporting of defects from residents as well as cases of injury.</li> <li>8. Stock condition survey being carried out currently at 31.15% completion with a final completion date of December 2024 with current decency levels at 6.32%. All cat 1 hazards identified within the stock condition survey including electrics are referred for repairs. Of the 31.15% 7 properties failed for electric and assumption</li> </ol>	4	4	16



<p>could be that there would be &lt;30 across the stock which would be a decent homes failure.</p> <p>9. Smoke detection in most dwellings</p>			
<p>Legionella</p> <ol style="list-style-type: none"> <li>1. Legionella risk assessments carried out by specialist contractor.</li> <li>2. 100% of risk assessments completed subject to reconciliation exercise (25 Blocks)</li> <li>3. Monthly sampling being carried out by specialist contractor including on the 5 blocks originally missed June 2024.</li> </ol>	3	4	12
<p>Fire</p> <ol style="list-style-type: none"> <li>1. 100% of FRA's completed subject to reconciliation exercise (73 blocks with seen risk assessments 77 identified block subject too validation.</li> <li>2. Sprinklers fitted to all high rise including Eringden</li> <li>3. Smoke detection in most dwellings</li> <li>4. Scheme managers/ resident support officer on site at all sheltered schemes/ Eringden</li> <li>5. completing agreed risk management arrangements.</li> <li>6. Cleaners should report notifiable hazards i.e rubbish on landings.</li> <li>7. Tenancy management team undertake estate inspections across communal areas</li> <li>8. Fire alarm testing and emergency light testing carried out.</li> <li>9. Permits to work process in place with contractors.</li> <li>10. Already work with Staffordshire fire and rescue to provide community support at public events.</li> <li>11. <b>Sprinklers added to evidence complimentary fire control</b></li> <li>12. <b>FAQs/Leaflets advising on good housekeeping (closing doors, not leaving rubbish etc)</b></li> <li>13. <b>Waking watch increase – cleaners to share inspection sheets</b></li> </ol>	2	4	8

<p><b>14. Increased testing of fire alarms, sprinklers, communal lighting</b> Increased testing of fire alarms, sprinklers, communal lighting.</p> <p><b>15. Doors to communal flats checked for compliance</b></p>			
<p>Asbestos</p> <ol style="list-style-type: none"> <li>1. Asbestos re-inspection programme.</li> <li>2. We have a data set by address including a range of asbestos related files with log on access to Equans (5 logons) Wates (2 logons) and ancillary staff</li> <li>3. Some availability of asbestos flags on job tickets</li> <li>4. All repairs related contracts procured require a contractor statement around asbestos.</li> <li>5. Refurbishment surveys take place prior to planned works and void works.</li> <li>6. There is a process in place to supply contractors with asbestos information on planned works</li> </ol>	2	4	8

Further Action Needed to Decrease Risks	Person Responsible	Date Required	Date Implemented	Likelihood	Severity	Risk Rating
<p>Electrical</p> <ol style="list-style-type: none"> <li>1. Write to all residents advising them of a programme of works and providing contact details in case of an emergency.</li> <li>2. Using the tenant data profile remedial works in terms of vulnerability.</li> <li>3. At sign up on void, mutual exchanges and planned works issue FAQ's on tenant top tips on managing health and safety.</li> </ol>	Mark Barlow	30/11/24	To be determined	4	4	16

<p>Legionella</p> <ol style="list-style-type: none"> <li>1. Improve diagnostic of potential legionella risk through the repairs contact centre eg hot water through cold water taps.</li> <li>2. Provide details to tenants on good water hygiene practises eg top tips and leaflets</li> </ol>	Jason Lobley	30/11/24	To be determined	4	4	16
<p>Fire</p> <ol style="list-style-type: none"> <li>1. Provide details to tenants on fire safety</li> <li>2. Provide details on how to test smoke alarms</li> <li>3. To meet with Staffordshire fire and rescue to agree community support linked to the safe and well checks.</li> </ol>	Barry Curtis	30/11/24	To be determined	4	4	16

Asbestos	Martin Harper	30/11/24	To be determined	4	4	16
<ol style="list-style-type: none"> <li>1. Provide tenant leaflet on top tips on decoration.</li> <li>2. Increase awareness and diagnostic with contact centre</li> <li>3. Inform the contractor to refer to the asbestos Surveys pending the asbestos register.</li> <li>4. Head of service to refresh risk assessments and onsite requirements ahead of training for premises managers.</li> </ol>						

<b>Date</b>	7/8/24 17/9/24	<b>Assessor Signature</b>	Martin Harper
-------------	-------------------	---------------------------	---------------

### Reviews

(If there are no changes then the assessment should just be signed. However if anything changes a new assessment must be completed)

<b>1<sup>st</sup> Reassessment Date</b>	30/9/24	<b>Assessor Signature</b>	
<b>2<sup>nd</sup> Reassessment Date</b>	15/12/24	<b>Assessor Signature</b>	

# Community Impact Assessment

## Part 1 – Details

What Policy/ Procedure/ Strategy/Project/Service is being assessed?	Housing Asset Compliance
Date Conducted	September 2024
Name of Lead Officer and Service Area	Martin Harper
Commissioning Team (if applicable)	
Director Responsible for project/service area	Tina Mustafa
Who are the main stakeholders	Tenants, Leaseholders, Residents
Describe what consultation has been undertaken. Who was involved and what was the outcome	External Consultants supporting Asset Compliance Review, Trueman Change, Staffordshire Fire and Rescue
Outline the wider research that has taken place (E.G.	Reviewed other providers who have asset replated compliance issues & reviewed RSH reports

commissioners, partners, other providers etc)		
What are you assessing? Indicate with an 'x' which applies	A decision to review or change a service	<input type="checkbox"/>
	A Strategy/Policy/Procedure	<input type="checkbox"/>
	A function, service or project	x
What kind of assessment is it? Indicate with an 'x' which applies	New	<input type="checkbox"/>
	Existing	<input type="checkbox"/>
	Being reviewed	x
	Being reviewed as a result of budget constraints / End of Contract	<input type="checkbox"/>

### Part 2 – Summary of Assessment

Give a summary of your proposal and set out the aims/ objectives/ purposes/ and outcomes of the area you are impact assessing.

<p>The Health &amp; Safety tenant/resident impact assessment (attached ) as been prepared based on property/person centric data. The improvement plan to drive down remedial actions is the ultimate resolution – this is a time limited H&amp;S risk mitigation plan whilst that is undertaken</p>
<p>Who will be affected and how?</p> <p>There is no-one group particularly impacted – the remedial actions are split across a full range of property and person centric demographics</p>
<p>Are there any other functions, policies or services linked to this impact assessment?</p> <p>Yes <input type="checkbox"/>                      No                      x</p>
<p>If you answered 'Yes', please indicate what they are?</p>

### Part 3 – Impact on the Community

Thinking about each of the Areas below, does or could the Policy function, or service have a direct impact on them?



Impact Area	Yes	No	Reason (provide brief explanation )
Age	<input type="checkbox"/>	<input checked="" type="checkbox"/>	The attached risk assessment has identified the property archetypes and identified the likely household composition. No-one group is disadvantaged and the health and safety risk mitigation factors will support all groups.
Disability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Gender Reassignment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Marriage and Civil Partnership	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Pregnancy & Maternity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Race	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Religion or belief	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Sexual orientation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Sex	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Gypsy/Travelling Community	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Those with caring/dependent responsibilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Those having an offending past	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Children	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Vulnerable Adults	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Families	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Those who are homeless	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Those on low income	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Those with drug or alcohol problems	<input type="checkbox"/>	x
Those with mental health issues	<input type="checkbox"/>	x
Those with physical health issues	<input type="checkbox"/>	x
Social inclusion Please include refugees and asylum seekers,	<input type="checkbox"/>	x
Social inclusion: Armed Forces The Armed Forces Covenant is a pledge that together we acknowledge and understand that those who have served in the armed forces, and their families, should be treated with fairness and respect and any impact should be considered	<input type="checkbox"/>	x
Health and Wellbeing	<input type="checkbox"/>	x
Climate Change	<input type="checkbox"/>	x

#### Part 4 – Risk Assessment

From evidence given from previous question, please detail what measures or changes will be put in place to mitigate adverse implications. this includes climate change considerations

**This is the section in which to please outline any actions to mitigate negative or enhance positive impacts in terms of economic, environmental or wider societal considerations, and actions to review and monitor the overall impact of the change accordingly.**

Impact Area	Details of the Impact	Action to reduce risk
<i>Eg: Families</i>	<i>Families no longer supported which may lead to a reduced standard of living &amp; subsequent health issues</i>	<i>Signposting to other services. Look to external funding opportunities.</i>

Section 2 Health & Safety Arrangements  
 Appendix 1 Task Risk Assessment Form  
**Part 5 - Action Plan and Review**

Detail in the plan below, actions that you have identified in your Community Impact Assessment, which will eliminate discrimination, advance equality of opportunity and/or foster good relations.

If you are unable to eliminate or reduce negative impact on any of the impact areas, you should explain why

Impact (positive or negative) identified	Action	Person(s) responsible	Target date	Required outcome
The actions within the related tenant impact assessment will be kept under review by the Health & Safety Lead and SFARS		Martin Harper	End of March 2025	Risks mitigated from outstanding compliance remedial actions

Date of Review (If applicable) .....Monthly via Health & safety review meeitngs.....

Guidance and form updated July 2023 following CMT approval.

# Housing and Homelessness Advisory Board

Tuesday, 1 October 2024

## Report of the Portfolio Holder for Housing, Homelessness and Planning / Assistant Director - Neighbourhoods

### Update on the Tenants' Conference 2024

#### Exempt Information

None

#### Purpose

To update the board on the success of the Tenants' Conference which took place on Monday 16<sup>th</sup> September 2024 at the Assembly Rooms and what actions are to follow as a result.

#### Recommendations

It is recommended that the Board endorse the next steps action plan and timetable set out in the report below.

#### Executive Summary

Tamworth Borough Council were proud to host its Tenants & Leaseholders Conference 2024 at the Assembly Rooms in Tamworth on Monday 16<sup>th</sup> September 2024, from 12 noon to 3:30pm. It was a full house with over 70 tenants and leaseholders in attendance.

Tenants and leaseholders came from all over Tamworth to attend the conference. Some used free transport to and from the venue provided by the Council. This meant those who are unable to drive could be given the chance to go.

With the Regulator of Social Housing's new approach to consumer regulation which came into force from 1<sup>st</sup> April 2024, the aims of this year's tenant conference were to put a spotlight on these regulatory changes and was a good start to rebuilding trust, improving tenant-landlord relationship, whilst continuing to putting tenants at the heart of the housing services we provide.

#### Background

The days agenda included:

- Welcome from Tina Mustafa, Assistant Director Neighbourhoods
- An opening presentation from the Council's Chief Executive, Stephen Gabriel

- Introduction to Tenant Consultative Group Chair, Iris Clements and tenant involvement video
- 2 Key Guest Speakers:
  - Yvonne Davis, Housing Regulator Expert who provided an update on Regulator of Social Housing new consumer standards
  - Linda Moir, former customer care expert for Richard Brandson shared insight into the importance of good customer service
- Celebrating our Tenants & Leaseholders Voice presentation from Tina Mustafa, Assistant Director for Neighbourhoods
- Closing presentation from the Council's Leader Carol Dean and Portfolio Holder for Housing, Homelessness and Planning, Ben Clarke
- Question & answer time for tenants and leaseholders
- Exhibition Information time with services across housing and external partners including repairs, income team, customer services, supported & sheltered housing, neighbourhood impact, police, fire service, Heart of Tamworth, CIC and more....

The full presentations and tenants' involvement video shown during the conference are available on the following links below:

<S:\Housing and Health Directorate\Housing\Board - tenants conference 2024\Tenant Conference 16 September 2024 final.pptx>

<S:\Housing and Health Directorate\Housing\Board - tenants conference 2024\Update on Consumer Regulation Yvonne Davies Slides.pptx>

<S:\Housing and Health Directorate\Housing\Board - tenants conference 2024\Linda Slides Tamworth 2024 V2.pptx>

<S:\Housing and Health Directorate\Housing\Board - tenants conference 2024\Tenant Conference Celebrating our Tenant Leaseholder Voice 160924.pptx>

<S:\Housing and Health Directorate\Housing\Board - tenants conference 2024\Tenant Conference - Final.pptx>

Each tenant and leaseholder had a free raffle ticket and a take home goodie bag which includes free donated gifts. 4 prizes included £30 gift voucher for Asda and one grand prize of a Samsung tablet.

Set out below is a summary of some of the questions and feedback were received from the tenants and leaseholders during the conference, which were answered by a range of Council Officers including the Chief Executive, Assistant Director for Neighbourhoods, Director for Communities and the Leader of the Council.

<b>Summary of tenant &amp; leaseholder questions</b>
“How much did this conference all cost?”
“Are you going to open a reception area at Marmion House?”
“Will you consider energy saving measures for high rise households”
“I am partially deaf and accessing the council the best”
“We can’t afford to pay the high-rise service charges within the time scales given”
“We are still experiencing anti-social behaviour where we live”
“The conference was interest and informative, but can we have more content specific to leaseholder”

## **Next Steps Action Plan & Timetable**

Subject to approval, listed below is what will happen next following this year’s conference.

### **1. Thank You Video to all tenants & leaseholders**

As a way of thanking tenants, leaseholders and partner agencies for attending the tenants’ conference and to provide those who could not attend the opportunity to see what went on, Council Officers are now preparing a short video which will include a wide range of photos taken throughout the conference (with consent from all participants). The video will also include details of a Tenant Consultation Roadshow event which is coming soon `Consultation on the Tenant Involvement & Consultation Strategy 2025-2030`.

The thank you video will appear on the Council’s website along the presentations and tenant involvement video shown during the conference for all tenants, leaseholders, members, staff and partners to be able to access. The video will also be shared with staff, members and external partner too.

### **2. Communication Plan**

The Council will publish a news article on the success of the tenants’ conference 2024 on the Council’s website, tenants open house magazine, member zone, social media, tenants’ portal, press release, tenant group updates, staff newsletter etc.

### **3. Tenant Consultation Roadshow coming soon**

The Council will be undertaking consultation with groups of tenants from across Tamworth with the aim of co-producing is new 5 year `Tenant Involvement and Consultation Strategy 2025-2030`. The final draft strategy will be presented to Cabinet for approval in February 2025.

Council Officers are currently preparing the roadshow programme timetable which will take place throughout November 2024 and will include visits to sheltered housing schemes for older persons, supported housing schemes for younger persons, high-

rise living residents' groups, Eringden for general needs living, and all the existing tenant groups.

#### 4. Planning the next tenant & leaseholder conference

Starting in summer 2025, Council Officers will commence plans for preparing for the next tenant and leaseholder conference and will take into consideration the feedback we received during this year's conference from tenants and leaseholders:

- Having a conference later at night to accommodate those who work during the day in addition to one during the day
- Have more content/presentation specific to leaseholders
- Hold bi-annual conferences due to the cost and time involved

#### Action Plan Timetable

All final plans for the next tenant and leaseholder conference will be subject to the normal Council approvals.

<b>1.Tenants Conference thank you video</b> – on council's website along with links to conference presentations. Video will also be shared with members, staff and external partners too that joined the conference.	October 2024
<b>2.Communication Plan</b> – sharing the success of the tenants' conference 2024	October 2024
<b>3.Consultation Roadshow</b> - with groups of tenants from across Tamworth with the aim of co-producing is new 5 year `Tenant Involvement and Consultation Strategy 2025-2030`.	November 2025
<b>4.Planning for next tenants &amp; leaseholder conference</b>	Summer 2025
<b>5.Seek the normal Council approvals</b> - for final plans for next tenant and leaseholder conference	Autumn 2025

#### Report Author

Mrs Lee Birch – Head of Housing Management & Neighbourhood Resilience



My Ref: SG/SW  
Your Ref:

Sent via email

12<sup>th</sup> August 2024

Dear Rachael and James,

**Re: Self-Referral Tamworth – Social Housing (Regulation) Act 2023**

Thank you for meeting with our team on Friday 2<sup>nd</sup> August 2024 to discuss Tamworth’s position in relation to meeting the Regulatory consumer standards. The contents of this letter and summary presentation have been fully shared with our Executive Leadership Team, including the Leader, Deputy Leader and Cabinet colleagues.

At this meeting our team informed you of our intention to self-refer under 2.6 of the Transparency, Influence and Accountability Standard with specific reference to the consumer standard(s) outcomes and requirements identified in the summary presentation attached (Appendix One).

Also, at this meeting, you clarified the self-referral process including approximate timescales. We understand that rather than a published regulatory breach, you now prefer to determine whether Tamworth is meeting the requirements and publish a consumer grading following an investigatory period. Our Improvement Plan, which remains under review, is contained within the attached information and has been informed by contact with peers previously inspected, your latest consumer report and published judgements. Our understanding of your internal protocols would suggest the timeline illustrated below, to which we have based our internal planning.



At the meeting on 2<sup>nd</sup> August 2024 you requested further information in relation to the wider Safety & Quality Consumer Standard - specifically damp and mould, stock decency levels as well as an outline Improvement Plan and a risk assessment including an initial assessment of the tenant impact. For ease of reference the detail in the summary presentation provides more context in relation to those specific areas requested (slide summary overleaf):

Slide 2	Areas not meeting the requirements
Slide 3	Tenant Voice & Putting Tenants at the Heart
Slide 4	Social Housing Regulatory Programme
Slide 5-8	Housing Asset Compliance Improvement Plan

Slide 9	Stock Condition & Decency
Slide 10	Damp & Mould
Slide 11	Health & safety Risk Assessment & Tenant Impact Assessment

As we discussed, Tamworth is self-referring not because of any incident, regulatory intervention or external influence, but because it has identified through its Social Housing Regulatory Programme that there are areas not meeting the standards. This is consistent with the Council's desire for transparency. Following an external self-assessment, ongoing peer support and ultimately an external review of its Health & Safety Asset Compliance, the Council has concluded that there is insufficient progress against the improvement planning areas. The decision to self-refer now arises from agreement of the finalised Health & Safety Asset review on 24<sup>th</sup> July 2024. The Leadership Board, which includes the Executive Leadership Team and political leadership, subsequently met on 31<sup>st</sup> July 2024 and agreed to self-refer mobilising resources necessary to achieve rapid improvement progress.

Since this decision Tamworth has re-directed staffing resources. The current Assistant Director Neighbourhoods is now seconded to drive compliance right across the Social Housing Regulatory Plan, as well as assuming line management responsibility for the asset compliance team. In addition, the Head of Repairs has also been seconded to focus on housing asset compliance. Whilst the next few months are focused on rectifying the critical areas identified, the Council will also review root causes as part of its Improvement Plan.

### ***Progress to Date***

Despite what have been unprecedented community challenges, the Council has maintained its focus in responding to the risks arising from self-referral (Appendix One contains further detail) and within the last two weeks has:

- Reviewed every action outstanding in relation to Legionella and Fire Risk tasks – shifting the majority into progress
  - Completed a damp and mould self-assessment with a workshop planned with tenants to develop an action plan
  - Reviewed the Housing Asset Compliance Improvement Plan, agreeing with tenants' critical actions and SMART timescales from now until December 2024
  - Risk assessed and developed proposals to discuss with tenants supporting those specific households impacted
- 
- Agreed with the Housing Ombudsman an extension for submission of the completed Self-assessment for the Complaint Handling Code

### ***Tenants at our Heart***

Tamworth Borough Council  
Marmion House, Lichfield Street,

Tamworth is looking forward to its Tenant Conference on 16<sup>th</sup> September 2024. This will see consultation launched on its draft tenant inclusivity and engagement plan. Council Housing Services,

Fax 01827 709590

stakeholders and partners will also exhibit at the conference to capture feedback on how the service can improve. The Regulator is welcome to observe this as it will start with a tenant led talking heads video aimed at evidencing the Council's commitment to co-creation of sustainable housing solutions going forward. Details are in the presentation (Appendix One).

### ***Social Housing Regulatory Programme***

In the attached presentation, the programme and project highlights are provided and the Council is currently preparing a Service Summary reflecting it's position statement across all consumer standards. It is envisaged this will be reported to Cabinet on 10<sup>th</sup> October 2024 and will be available for us to share as part of the ongoing dialogue.

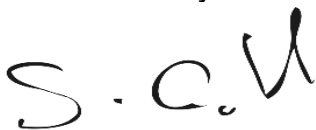
### ***Communication Strategy***

The Council intends to ensure transparency in relation to it's decision to self-refer and is developing a communications plan with tenants and other stakeholders.

We noted that you would prefer to jointly lead on any wider communications so have taken the opportunity to move an update on the Social Housing Regulatory Programme on the Council's Forward Plan from 29<sup>th</sup> August 2024 to **10<sup>th</sup> October 2024** so that this can be debated at **September's Homelessness & Housing Advisory Board**. Our Portfolio Holder is committed to meeting with you to inform the Cabinet report; I have therefore asked that a Teams meeting planner is offered for **Friday 20<sup>th</sup> September 2024**, so we can update the Board and subsequently Cabinet. Of course, we can change this to accommodate all parties and we expect you will be in touch as required for further information in any event.

We look forward to working with you and together we will give tenants in Tamworth the assurance it needs on the quality of it's housing services.

Yours sincerely



**Stephen Gabriel**  
Chief Executive

Yours sincerely



**Councillor Ben Clarke**  
Portfolio Holder Homelessness, Housing & Planning

This page is intentionally left blank

Thursday, 10 October 2024

Corporate Scrutiny Committee – Wednesday, 9 October 2024

**Report of the Portfolio Holder for Housing, Homelessness and Planning / Executive Director Communities****Update on Strategic Leasehold Review****Exempt Information**

Not exempt.

**Purpose**

This report provides an update on the work done by Campbell Tickell in relation to Leasehold Service Charges and sets out a series of recommendations in relation to that report.

**Recommendations**

It is recommended that:

1. Cabinet notes the recommendations set out in the Campbell Tickell report at Appendix 1 and specifically endorses the recommendations from that report for implementation. Details on the specific recommendations contained within the report are set out in the Executive Summary. (see report at Appendix 1)
2. Cabinet endorses and reaffirms the recovery of sums related to Leasehold Service charge invoices in accordance with the Corporate Credit Policy (previously approved by Cabinet on 31<sup>st</sup> August 2023)
3. Cabinet approves the development of a service improvement plan that considers the timing and resources required to implement the recommendations set out at point 1 above. (see draft at Appendix 2)
4. Cabinet approves the commencement of remedial works in line with the surveys that have been completed, this would include commencement of consultations and the issuing of invoices upon completion.
5. Cabinet approves the use of Campbell Tickell to assist in the development of the Leaseholder Policy [recommendation (d) in Campbell Tickell report]
6. Cabinet approves the updated s20 notices produced by Campbell Tickell [recommendation (a) in Campbell Tickell report] (see Appendix 3)
7. Cabinet approves the responses to matters referred to Cabinet as set out in the table below.
8. Cabinet approves taking a test case through the First Tier Tribunal to test assumptions in relation to component renewal. This will be subject to identifying one or more Leaseholders who are willing to participate in such a test case and is likely to take place once further engagement mechanisms are in place with Leaseholders..

**Executive Summary**

On 21<sup>st</sup> August 2023 it was agreed at Full Council that the Council would undertake a detailed strategic review of Leaseholder Service Charges; this came about following a number of concerns raised by Leaseholders and Elected Members in relation to some planned roofing renewals predominantly in the Gillway area of Tamworth. Consultation letters had been issued under the Section 20 [s20] process; the scale and cost of the works combined with the sterile, legal nature of the consultation letters raised concerns amongst Leaseholders and Elected Members as such the proposals were suspended and a strategic review ordered.

To assist in delivery of the strategic review the Portfolio Holder for Housing, Homelessness and Planning at the time established a Leaseholder Working Group consisting of Elected Members and Leaseholder representatives. The Group working with Officers commissioned a consultant through a competitive tendering process to undertake a strategic review of the Leaseholder Service charge process, this included a view on the legal aspects of the lease, the procurement process and the consultation process as well as a detailed technical assessment of the roofs that were at the centre of the original challenge by Leaseholders. The report produced by Campbell Tickell can be found at Appendix 1. The draft report has been presented to and considered by the Leaseholder Working Group.

During discussions with Leaseholders and Campbell Tickell the question was raised as to whether the current leases allowed for major works. This question appears to centre on whether or not renewal at the end of a component's life falls under the definition of a repair and, whilst a previous First Tier Tribunal case appears to support the fact that current leases do allow for renewal of major components at end of life it is felt that there may be benefit in taking a test case through the First Tier Tribunal to confirm the position.

Contained within the report from Campbell Tickell are a number of specific recommendations:

-

Report Item	Recommendation -	Action Required	Progress to Date
a	Revise Section 20 notices so they are more customer friendly, and the explanation of works goes beyond statutory requirements.	S.20 Notices drafted by Cambell Tickell and included at Appendix 3	Documents drafted and included in report for approval.
b	Ensure Section 20 notices are supported by additional information that explains the Section 20 process and answers questions commonly asked by leaseholders	S.20 Notices drafted by Cambell Tickell and included at Appendix 3	Documents drafted and included in report for approval.
c	Update website to provide leaseholders with more detail on the Section 20 procedure.	Develop Leaseholder policy and share via website.	To be actioned
d	Draft Section 20 policy and procedures to ensure Section 20 notices are completed and administered correctly and that officer responsibilities are defined for each stage of the process. Procedures should include some informal consultation with leaseholders before entering the formal Section 20 process.	Appoint Campbell Tickell to work with the Council to develop policy.	To be actioned.
e	The Council should clearly save the original, dated Section 20 consultation notices to ensure no ambiguity when subsequent queries are raised.	New notices will be properly recorded upon issue.	To be actioned once new notices are issued.

f	Notices should be addressed to the leaseholder at the correspondence address.	Where Leaseholders have given an alternative address for correspondence this is already being used.	To be actioned once new notices are issued.
g	Develop a Repayment Options policy that gives leaseholders repayment options for the cost of major works	AD Finance, s151 Officer, ED Communities and Portfolio Holder to consider options.	To be considered See table below
h	Review all lease agreements to ensure officers understand the terms of each, in particular the extent of the demise of the property.	In-house team to be developed, training and support to be provided.	To be actioned
i	Improve knowledge of leasehold legislation and practice across TBC by engaging a retained leasehold consultant to advise on leasehold matters.	The services of an external Leasehold specialist to be procured.  Policy to be regularly reviewed and updated.	To be actioned.
j	<p>Modernise lease agreements terms in order that leases issued moving forwards:</p> <p>Review RTB lease for new RTB sales to include renewal and improvement clauses and the ability to collect a management fee to deliver the leasehold service.</p> <p>Review approach to lease extensions for existing leaseholders. Consider offering leaseholders a non-statutory route to lease extensions with incentives such as reduced premium costs, legal costs etc. if renewal, improvement and management fee clauses are included in the new lease.</p> <p>Explore whether legally it would be possible to introduce a management fee to existing leaseholders to pay for the delivery</p>	<p>Right to buy team to work with external legal support to review lease documents.</p> <p>Leasehold Policy to include provisions for lease extensions and lease amendments.</p> <p>External legal support to be commissioned to advise on the inclusion of management charges and the possible routes to achieving this. Further approvals for this to be sought from Cabinet once legal advice is available.</p>	To be actioned

	of the leasehold service. There is case law (Brent v Hamilton 2006) that suggests that this may be possible.		
k	Update the stock condition survey information with the outcomes of the roof inspections to provide a current data base to inform investment.	Carry out stock condition survey and update records.	Stock condition survey is underway and due to be complete before the current financial year-end.
l	Use repairs, void and other recent feedback information to update the stock condition data base with regular operational information.	Carry out stock condition survey and update records.	Stock condition survey is underway and due to be complete before year-end.
m	Undertake on site sample inspections to validate the life cycle projections to inform the investment programme for imminent planned or major works	Carry out stock condition survey and update records.	Stock condition survey is underway and due to be complete before year-end.
n	Identify the specific blocks that are likely to be in the following year's programme and identify the number of leaseholders likely to be affected to assist with both consultation and cost and income analysis	Carry out stock condition survey and update records.  Condition survey will identify future programmes.  Condition survey will drive MTFs and HRA business plan	Stock condition survey is underway and due to be complete before year-end.  Information to be used to develop programmes.
o	Prepare 5 year and 30 year investment plans to clarify potential investment decisions and financial impact.	Carry out stock condition survey and update records. Condition survey will identify future programmes.  Condition survey will drive MTFs and HRA business plan	Stock condition survey is underway and due to be complete before year-end.  Information to be used to develop programmes.
p	Publish indicative 5 year investment plans annually and ensure leaseholders are aware when works are planned for their building.	Indicative programmes to be published based on condition survey data, HRA Business plan and MTFs budget setting.	To be actioned
q	Following the recommendations in the roof report, assess the costs for each block for the remedial works to prolong the life of the roof for approximately 10 years and ensure this provides value in delaying roof works.	Costings for works identified from survey to be costed by the planned works contractor using the SOR and existing contracts.	Costs obtained from Wates



r	On an 'asset by asset' basis, either undertake the remedial works or replace the roof.	Conduct options appraisal to compare repair against renewal.	See table below
s	If remedial works are progressed, TBC should consider if other works can be undertaken while the access equipment is in place.	Work with contractor and condition data to identify additional works.	To be actioned
t	Advise residents of the proposed remedial works programme and likely timescale for roof renewal.	Commence s20 stage 3 consultation process once approved by Cabinet.	To be actioned upon approval by Cabinet to re-commence consultation process.
u	Review the condition of the roofs in five to seven years to assess the point renewal will be needed.	Future surveys to be diarised but also expected to be inspected as part of the Councils ongoing stock condition updates.	To be actioned

The items marked as 'To be actioned' in the table above will form the basis of the 'Service Improvement Plan'. The draft 'Service Improvement Plan' is attached at Appendix 2 and sets out proposed timescales for implementation.

#### *Matters referred to Cabinet by Scrutiny Committee*

The following recommendations were made to Cabinet by the Corporate scrutiny Committee.

Recommendation	Comment/Action
1. Strongly recommended that Cabinet adopt the recommendations of the report produced by Campbell Tickell.	This is addressed in the body of the report and tables above.
2. This Council further develops a Service Improvement Plan, and this comes back to the Corporate Scrutiny Committee.	An initial draft of the outline actions is included at Appendix 2.
3. The Portfolio Holder and Officers devise an appropriate goodwill payment using industry standards as a small gesture from this Council to these residents in light of the inconvenience and worry caused during this period and seek approval from this Scrutiny Committee for this.	There doesn't appear to be any specific basis for the payment of any sort of compensatory or 'goodwill' payment to Leaseholders in respect of this matter. With this in mind compensation should not be given.  Should any Leaseholder be able to demonstrate actual losses arising from the consultation process consideration can be given to compensation in line with the Housing Compensation Policy.
4. That Cabinet consider the adoption of a plain English crystal mark or similar alternative across the board for all Tamworth Borough Council communications.	This item has not been considered as part of this report as it relates to a corporate approach to communications and is not specific to the Leaseholder review.

#### **Options Considered**

*Immediate Renewal vs Remedial Works [recommendation (r) from Campbell Tickell report]*

The options considered in response to recommendation (r) are set out below, the recommendation being taken forwards is the partial renewal based on the survey work completed by Cambell Tickell [item 3 in table]

Option	Advantages	Risks
<p>1. Complete all works as planned and recover costs in full from Leaseholders</p>	<ul style="list-style-type: none"> <li>• Works are completed in a planned manner making use of the existing contracts.</li> <li>• Avoids the risk of component failure and the associated costs and disruption.</li> <li>• Compliant with legislation and Council satisfies its obligations to collect monies due.</li> <li>• Costs are set at the current market rate and not affected by future inflation.</li> </ul>	<ul style="list-style-type: none"> <li>• Likely to be unpopular with Leaseholders.</li> <li>• Exact remaining life of component won't be fully known until failure occurs.</li> <li>• Likely to be challenged through the First Tier Tribunal and outcome not guaranteed for either party.</li> </ul>
<p>2. Renew roofs and any other component upon Failure</p>	<ul style="list-style-type: none"> <li>• Full life of component achieved.</li> <li>• Unlikely to be challenged by Leaseholders as failure has already occurred.</li> <li>• Council should be able to forego the normal statutory consultation process as work would be completed as a matter of urgency.</li> </ul>	<ul style="list-style-type: none"> <li>• Assuming the underlying renewal costs remain the same there will be additional costs associated with the emergency works to make the property watertight on the report of a failure.</li> <li>• Works will need to be planned, statutory notices served, labour and materials put in place which will leave residents in a situation where the roof over their home is not wind and watertight.</li> <li>• There may be consequential damage to the property arising from water ingress and residents may suffer consequential losses.</li> </ul>

		<ul style="list-style-type: none"> <li>• There may be insurance implications associated with consequential losses as the Council may be seen to have failed to properly maintain the fabric of the building. This is likely to be exacerbated by the fact that the components were known to be at or beyond end-of-life.</li> <li>• Leaseholders may be adversely affected by inflation.</li> </ul>
<p>3. Partial renewal and ongoing repair based on third-party surveys.</p>	<ul style="list-style-type: none"> <li>• Full life of component achieved.</li> <li>• Unlikely to be challenged by Leaseholders as failure has already occurred and remedial works are supported by the third-party surveys.</li> </ul>	<ul style="list-style-type: none"> <li>• There may be consequential damage to the property arising from water ingress and residents may suffer consequential losses.</li> <li>• There may be insurance implications associated with consequential losses as the Council may be seen to have failed to properly maintain the fabric of the building. This is likely to be exacerbated by the fact that the components were known to be at or beyond end-of-life.</li> <li>• At some point the ongoing cost of repair has the potential to exceed the cost of renewal and given the age of the element's replacement it still the likely end outcome.</li> <li>• Any remedial works done now may end up being replaced when the roof is renewed.</li> </ul>

		<ul style="list-style-type: none"> <li>Leaseholders may be adversely affected by inflation.</li> </ul>
4. Renew roof and discount for estimated remaining life.	<ul style="list-style-type: none"> <li>Works are completed in a planned manner making use of the existing contracts.</li> <li>Avoids the risk of component failure and the associated costs and disruption.</li> <li>Costs are set at the current market rate and not affected by future inflation.</li> <li>Leaseholders benefit from cost reduction linked to remaining life of roof.</li> </ul>	<ul style="list-style-type: none"> <li>Although the cost to the Leaseholder would be reduced it is still likely to be unpopular.</li> <li>Risk of challenge at First Tier Tribunal.</li> <li>Life expectancy of roof already expired so difficult to justify reduction.</li> <li>When repair costs are factored in the overall cost reduction is likely to be limited.</li> </ul>

### Test Case

The preferred option is to take a test case through the First Tier Tribunal (option 2 from the table below) subject to being able to identify one or more Leaseholders willing to participate in the process. It is anticipated that this process will only take place once there is a more developed approach to engagement with Leaseholders as a group. This engagement work will form part of the overall Service Improvement Plan.

Option	Advantages	Risks
1. Do nothing	<ul style="list-style-type: none"> <li>No upfront costs for a project that may not happen for some time.</li> <li>No wasted costs if legislation changes.</li> </ul>	<ul style="list-style-type: none"> <li>Lacks certainty for all parties.</li> <li>More likely to be challenged on a case-by-case basis when notices are served.</li> <li>Goes against Campbell Tickell recommendations.</li> </ul>
2. Commence test case now before works are needed.	<ul style="list-style-type: none"> <li>The position on whether the Council can charge for roof renewals will be clear. Both the Council and Leaseholders will understand the position and can plan for the process when</li> </ul>	<ul style="list-style-type: none"> <li>Leaseholders could still choose to challenge on a case-by-case basis</li> <li>Legislation could change between test case and carrying out planned works.</li> <li>Cost involved in taking test case. Consultation would still be required</li> </ul>

	<p>the time comes to carry out renewals.</p> <ul style="list-style-type: none"> <li>• Can be done in a controlled manner in full consultation with Leaseholders.</li> <li>• Outcome will be known before a roof is in need of full renewal.</li> <li>• Less likely to be challenged on a case-by-case basis.</li> </ul>	when actual works are planned.
--	---	--------------------------------

### Staffing Resources

The resources required to deliver services to Leaseholders will be considered and developed further as part of the overall Service Improvement Plan development.

Option	Advantages	Risks
1. Do nothing – apply collection as we do now.	<ul style="list-style-type: none"> <li>• No additional costs to Leaseholders or the HRA.</li> </ul>	<ul style="list-style-type: none"> <li>• Doesn't address the recommendations around enhanced levels of engagement.</li> <li>• Other than the improved letters engagement with Leaseholders would remain unchanged.</li> </ul>
2. Engage additional resource to support Leaseholder Engagement Activities	<ul style="list-style-type: none"> <li>• Addresses the concerns raised over the level of engagement.</li> <li>• Has the ability to improve the service further through a Leaseholder Forum.</li> <li>• Leaseholders become more engaged in the overall process.</li> <li>• Customer focussed.</li> <li>• Dedicated resource able to keep up with changing legislation.</li> </ul>	<ul style="list-style-type: none"> <li>• Costs will have to be met from the HRA budget as leases don't allow for management fees.</li> <li>• Leaseholder forum may not integrate with other engagement forums.</li> </ul>
3. Engage with Leaseholders through the wider	<ul style="list-style-type: none"> <li>• Addresses the concerns raised over</li> </ul>	<ul style="list-style-type: none"> <li>• Costs will have to be met from the HRA budget as</li> </ul>

Tenant Engagement Resource	<p>the level of engagement.</p> <ul style="list-style-type: none"> <li>• Has the ability to improve the service further through a Leaseholder Forum.</li> <li>• Leaseholders become more engaged in the overall process.</li> <li>• Customer focussed.</li> <li>• Links with other engagement forums.</li> </ul>	<p>leases don't allow for management fees.</p> <ul style="list-style-type: none"> <li>• May not have the expertise to keep up with legislative changes.</li> </ul>
----------------------------	--	--

*Payment options [recommendation (g) from Campbell Tickell report]*

It is the view of the s151 Officer that option 1 from the table is the only option that complies with the current Corporate Credit Policy and as such is the option that should be adopted. This option still allows for consideration to be given to individual circumstances and for payment plans to be implemented where appropriate.

Option	Advantages	Risks
<p>1. Do nothing – apply collection as we do now.</p> <p>Leaseholders would have to make payment from personal savings, private borrowing or through an agreed payment plan with the Council based on personal circumstances.</p>	<ul style="list-style-type: none"> <li>• Compliant with current terms of the lease.</li> <li>• Compliant with current financial regulations.</li> <li>• Limited amount of administration for either party if paid in full.</li> <li>• Doesn't require Leaseholder to take out loan or security in any way.</li> <li>• Compliant with existing Corporate Credit Policy.</li> </ul>	<ul style="list-style-type: none"> <li>• Many Leaseholders are on fixed income and have limited/no savings and cannot afford to pay.</li> <li>• Invasive and administratively onerous process when setting up payment plans.</li> <li>• Leaseholders may end up with multiple payment plans.</li> <li>• With no interest being paid the term of any repayment plan negatively affects its value to the Council.</li> </ul>
<p>2. Service Charge Loan – Leaseholders would be encouraged to apply for a loan through Homes England – there are certain criteria</p>	<ul style="list-style-type: none"> <li>• Compliant with current terms of the lease.</li> <li>• Compliant with current financial regulations.</li> <li>• Accessible to all Leaseholders once</li> </ul>	<ul style="list-style-type: none"> <li>• May not be affordable to Leaseholders on a fixed income.</li> <li>• Some Leaseholders may not be comfortable taking out a loan.</li> <li>• Not clear if product is Shari'ah Compliant.</li> </ul>

<p>surrounding the loan. The loan carries interest and is secured against the leasehold interest.</p>	<p>minimum service charge value is met.</p> <ul style="list-style-type: none"> <li>• Limited impact on staffing resources.</li> <li>• Likely to be compliant with current Corporate Credit Policy</li> </ul>	<ul style="list-style-type: none"> <li>• May lead to repossession claims if loans are unpaid.</li> <li>• Risk of non-payment and additional financial burden on HRA</li> <li>• Additional interest costs payable by the leaseholder</li> <li>• Minimum contribution required by leaseholder</li> </ul>
<p>3. Deferred payment by way of a discretionary loan provided by the Council. This would operate similar to the current arrangements for payment plans but would be set out in a more formal manner.</p>	<ul style="list-style-type: none"> <li>• Compliant with current terms of the lease.</li> <li>• Compliant with current financial regulations.</li> </ul>	<ul style="list-style-type: none"> <li>• May not be affordable to Leaseholders on a fixed income.</li> <li>• Some Leaseholders may not be comfortable taking out a loan.</li> <li>• Would need a clear process that deals with Leaseholders failing to pay.</li> <li>• Additional interest costs payable by the leaseholder</li> <li>• May lead to repossession claims if loans are unpaid.</li> <li>• Will have implications on staffing resources involved in setting up and monitoring payment plans.</li> <li>• Not compliant with current Corporate Credit Policy.</li> <li>• Risk of non-payment and additional financial burden on HRA</li> <li>• Risk of significant amount of bad debt which would have to be written off.</li> </ul>
<p>4. Voluntary charge on the property. The leaseholder would agree to a charge being placed on the property, this would</p>	<ul style="list-style-type: none"> <li>• Compliant with current terms of the lease.</li> <li>• Compliant with current financial regulations although this is currently only</li> </ul>	<ul style="list-style-type: none"> <li>• May not be approved by other lenders or those with existing charges on the property.</li> <li>• Leaseholders could end up with multiple charges</li> </ul>

<p>be repaid when the property is sold.</p>	<p>actioned as a last resort and in limited circumstances.</p> <ul style="list-style-type: none"> <li>• Limits immediate financial risk to Leaseholder.</li> <li>• Limited impact on staffing resources.</li> </ul>	<p>on the property over a period of time.</p> <ul style="list-style-type: none"> <li>• The Council may not realise the income for many years additional financial burden on the HRA.</li> <li>• Leaseholders may be concerned that there is no value in their Lease due to the scale of charges.</li> <li>• Charges may impact on the ability of a Leaseholder to sell and move.</li> <li>• Leaseholders would need to take independent financial advice and there is a cost to implementing a charging order.</li> </ul>
<p>5. Prompt payment discount. A discount (percentage to be agreed) would be applied to any payments in full made within the required 28 days. This would encourage Leaseholders to make use of savings to pay for charges.</p>	<ul style="list-style-type: none"> <li>• May be attractive to Leaseholders who have savings and have the ability to pay immediately.</li> <li>• Council recovers money quickly.</li> <li>• Limited impact on staffing resources.</li> </ul>	<ul style="list-style-type: none"> <li>• Many Leaseholders will be unable to pay larger bills early and will be unable to take advantage.</li> <li>• Not compliant with financial regulations.</li> <li>• HRA budget would have to make up the difference.</li> <li>• Not compliant with current Corporate Credit Policy.</li> <li>• Sets precedent for other types of income collection which would not be sustainable.</li> </ul>

### Resource Implications

**Works** – the works element, assuming that costs are recoverable under the lease, should be cost neutral as any monies expended by the Council would be recovered from the Leaseholder. It is important that the correct legal process is followed in order to allow the Council to recover costs. No specific works budget is identified for Leaseholder works because of the full recovery process. There are however risks where recovery is not possible, and debts remain outstanding; in such cases consideration needs to be given to placing a charge on the property which at least allows for deferred recovery.



**Staffing** – it is anticipated that an increase in the levels of consultation beyond the legal minimum will require the Council to engage additional staffing resources to support. The exact nature of the engagement will be set out in the policy document and will be costed as part of that process. As leases do not allow for a management charge to be applied it is anticipated that any additional staffing resource will have to be funded through the HRA.

**Consultancy** – It is anticipated that from time-to-time external consultancy support will be required in order to review and update policies and documentation in line with changes to legislation. It is expected that this would be no more than £2,500 per annum (adjusted for inflation) and in the absence of the ability to apply a management charge under the lease would have to be met from General Fund budgets.

**HRA Business Plan** – It is assumed that the costs associated with works will be fully recoverable from Leaseholders and will have no overall impact on the HRA budgets. It should however be noted that the HRA budget will have assumed that roof replacements will take place on an agreed life cycle basis and that costs will have been allocated based on a roof renewal. Where extensive remedial works are carried out these will be in addition to the renewal costs already built into the HRA Business Plan, the outcome of this will mean an increased cost to the HRA Business Plan. *(i.e. the HRA Business Plan will have assumed a renewal cost of £36,000 in the current 30-year cycle, with remedial works being done immediately and a renewal in 7-10 years this could mean a cost of £44,000 in the current 30-year cycle)*

**Recovery of charges** - recovery of charges is managed through the Revenues Team in Finance. Various options have been identified by Campbell Tickell for the recovery of charges some options have more impact on the resources needed than others. Typically, those options where some sort of deferred payment and/or loan scheme is suggested will have a greater impact on staffing resources. The prompt discount option would have a detrimental effect on the HRA budget and those options with some sort of deferred payment without interest would reduce the value of the charges collected due to the effects of inflation.

Deferred payments and loan schemes will increase the risk of non-payment and bad debts and increase the financial burden on the HRA. It is the view of the s151 Officer that offering a prompt payment discount may also be ultra vires as it would mean that the HRA is in effect subsidising non-HRA costs. The current position of the Council remains that, leaseholders who have the means to pay their charges on a timely basis, do so, and for those who are struggling, arrangements for payment are made on an individual basis, which are affordable for the leaseholder but also aim to maximise income collection for the Council

**Inflation** – On the assumption that both budgets and costs increase annually in line with CPI the effects of inflation have been ignored. Leaseholders intending on using savings or Leaseholders whose income does not increase in line with inflation may feel the impact of the inflationary increases associated with delaying the renewal works.

## **Legal/Risk Implications Background**

Previous legal advice has set out clearly that where the Council is entitled to collect service charges it must do so.

The new suite of letters produced by Campbell Tickell are both legally compliant and customer friendly.

Campbell Tickell has confirmed that the procurement process and the early stages of Leaseholder consultation were legally compliant.

It is known that changes to legislation relating to Leaseholder is due and that consideration will need to be given to this in any future policy development.

## **Equalities Implications**

There are no new Equalities impacts arising from this report. A Community Impact Assessment can be found at Appendix 4.

## **Environment and Sustainability Implications (including climate change)**

None specifically arising from this report. Impact Assessments would apply to specific programmes of work which due to the varied nature will have varying degrees of impact.

### **Background Information**

23<sup>rd</sup> February 2023 – Corporate Scrutiny Committee make recommendations to Cabinet around Leasehold Service Charges.

21<sup>st</sup> August 2023 – Full Council agrees to Strategic Review of Leasehold Service Charges

### **Report Author**

Paul Weston – Assistant Director Assets

### **Appendices**

Appendix 1 – Campbell Tickell Report

Appendix 2 – Draft Improvement Plan

Appendix 3 – Suite of letters produced by Campbell Tickell

Appendix 4 – Impact Assessment

# Section 20 Review

**DRAFT**

## CONTENTS

<a href="#">1. Executive Summary.....</a>	<a href="#">3</a>
<a href="#">2. The Commission.....</a>	<a href="#">4</a>
<a href="#">3. Recommendations.....</a>	<a href="#">5</a>
<a href="#">4. Leaseholder Consultation.....</a>	<a href="#">7</a>
<a href="#">5. Tamworth Investment Planning.....</a>	<a href="#">13</a>
<a href="#">6. Works Procurement &amp; Contract.....</a>	<a href="#">14</a>
<a href="#">7. Contract Prices &amp; Management.....</a>	<a href="#">15</a>
<a href="#">8. Roof Inspections.....</a>	<a href="#">18</a>
<a href="#">9. Conclusions.....</a>	<a href="#">20</a>
<a href="#">Appendix 1: Repayment Options Policy.....</a>	<a href="#">22</a>
<a href="#">Appendix 2: Roof Condition Report.....</a>	<a href="#">22</a>
<a href="#">Appendix 3: Schedule of Roof Survey data.....</a>	<a href="#">22</a>

-

## 1. Executive Summary

- 1.1 Campbell Tickell (CT) has been commissioned by Tamworth Borough Council (TBC) to review its engagement with leaseholders and its method for planning investment works.
- 1.2 The Section 20 notices for the Qualifying Long-Term Agreement (QLTA) for planned works met the basic statutory requirements but were not customer focused, confusing in places and did not adopt sector good practice. The notices were not supported by general information about the Section 20 process, frequently asked questions, repayment options etc and there was no informal consultation with leaseholders prior to entering the formal Section 20 process. Although the QLTA process is capable of improvement we are satisfied that the approach taken was compliant with statute and regulation.
- 1.3 There is evidence that Section 20 processes have improved, particularly since the First-Tier Tribunal hearing in March 2022 but there is more to do to support the improvement of leasehold knowledge and good practice across TBC.
- 1.4 The lease terms date back to the 1980s so do not include the clauses commonly seen in modern leases i.e. improvement and renewal clauses, ability to charge a management fee. This is problematic in terms of TBC recovering its costs of management and maintenance from leaseholders. CT considers that the cost of roof renewals is recoverable from leaseholders, although we do recommend that determination is obtained from the First-tier Tribunal to confirm this, prior to carrying out any roof renewals.
- 1.5 TBC needs to clarify payment options for leaseholders.
- 1.6 Tamworth's investment planning follows typical sector approaches, based on stock condition information. Tamworth needs to update its stock condition data information and support the survey data with on-site inspections prior to commissioning specific works. It also needs to prepare headline plans for the medium and long term to clarify its investment strategy and enable residents to be aware of the probable timing of works impacting on them.
- 1.7 The Qualifying Long Term Agreement is again a typical practice in the sector and can be a cost effective vehicle to simplify work commissioning and management. It can be confusing for leaseholders and Tamworth should provide more explanation to assist resident understanding.
- 1.8 The QLTA procurement exercise is a competitive open market tender exercise and this mechanism together with the contract pricing structure should provide value. The specific management of programming and contracts will be key to delivering the best value available under the QLTA.
- 1.9 As part of the commission we inspected the roofs of a number of two storey blocks. The roof inspections suggest that the roof tiles will last 10 years,

that a programme of remedial works will postpone replacement and that this approach this should provide value for the council and leaseholders. The council does need to consider future commitments and whether earlier replacement is necessary to align with its financial capacity and other priorities. Early replacement will require leaseholders to be offered a discount to reflect premature renewal. This approach is used to enable building owners to manage the peaks and troughs of expenditure.

- 1.10 Major works billable to leaseholders have no significant impact on long-term financial plans because the costs incurred are fully recovered. Depending on the payment options offered, recovery should predominantly be within 12 months. The balance between recoverable and non-recoverable (i.e. tenanted properties) major works costs should be considered when assessing the financial aspects of planned works programmes.

## 2. The Commission

- 2.1 Campbell Tickell (CT) has been commissioned by Tamworth Borough Council (TBC) to review its engagement with leaseholders and its method for planning investment works.
- 2.2 The commission requires an assessment of the council's approach to
- Leaseholder engagement
  - Its Section 20 processes
  - The FTT ruling from March 2022
  - Planning its investment in its stock
  - The procurement of its contractor to deliver its investment programme
  - The method of charging leaseholders and payment options
  - The financial impact of its methods on leaseholders and its business plan
- 2.3 It also requires a specific review of a selected group of properties and the necessity for replacing the roofs.
- 2.4 The CT analysis has been undertaken by a combination of document review and meetings with councillors, leaseholders and key staff preparing and delivering investment works. CT has also surveyed a selection of roofs chosen by TBC to ascertain condition and life expectancy.
- 2.5 CT has also attended the Leaseholder Collaborative Working Group as part of its interaction with councillors and leaseholders to explain public sector procurement legislation and typical sector practices around investment, consultation and resident engagement.
- 2.6 CT thanks TBC officers and residents for their assistance in providing information and access.

### 3. Recommendations

3.1 Following its analysis, CT has the following recommendations:

- a) Revise Section 20 notices so they are more customer friendly and the explanation of works goes beyond statutory requirements.
- b) Ensure Section 20 notices are supported by additional information that explains the Section 20 process and answers questions commonly asked by leaseholders.
- c) Update website to provide leaseholders with more detail on the Section 20 procedure.
- d) Draft Section 20 policy and procedures to ensure Section 20 notices are completed and administered correctly and that officer responsibilities are defined for each stage of the process. Procedures should include some informal consultation with leaseholders before entering the formal Section 20 process.
- e) TBC should clearly save the original, dated Section 20 consultation notices to ensure no ambiguity when subsequent queries are raised.
- f) Notices should be addressed to the leaseholder at the correspondence address.
- g) Develop a Repayment Options policy that gives leaseholders repayment options for the cost of major works.
- h) Review all lease agreements to ensure officers understand the terms of each, in particular the extent of the demise of the property.
- i) Improve knowledge of leasehold legislation and practice across TBC by engaging a retained leasehold consultant to advise on leasehold matters.
- j) Modernise lease agreements terms in order that leases issued moving forwards:
  - Review RTB lease for new RTB sales to include renewal and improvement clauses and the ability to collect a management fee to deliver the leasehold service.

- Review approach to lease extensions for existing leaseholders. Consider offering leaseholders a non-statutory route to lease extensions with incentives such as reduced premium costs, legal costs etc. if renewal, improvement and management fee clauses are included in the new lease.
  - Explore whether legally it would be possible to introduce a management fee to existing leaseholders to pay for the delivery of the leasehold service. There is case law (Brent v Hamilton 2006) that suggests that this may be possible.
- k) Update the stock condition survey information with the outcomes of the roof inspections to provide a current data base to inform investment.
- l) Use repairs, void and other recent feedback information to update the stock condition data base with regular operational information.
- m) Undertake on site sample inspections to validate the life cycle projections to inform the investment programme for imminent planned or major works
- n) Identify the specific blocks that are likely to be in the following year's programme and identify the number of leaseholders likely to be affected to assist with both consultation and cost and income analysis
- o) Prepare 5 year and 30 year investment plans to clarify potential investment decisions and financial impact.
- p) Publish indicative 5 year investment plans annually and ensure leaseholders are aware when works are planned for their building.
- q) Following the recommendations in the roof report, assess the costs for each block for the remedial works to prolong the life of the roof for approximately 10 years and ensure this provides value in delaying roof works.
- r) On an 'asset by asset' basis, either undertake the remedial works or replace the roof.
- s) If remedial works are progressed, TBC should consider if other works can be undertaken while the access equipment is in place.
- t) Advise residents of the proposed remedial works programme and likely timescale for roof renewal.
- u) Review the condition of the roofs in five to seven years to assess the point renewal will be needed.



## 4. Leaseholder Consultation

### Background

- 4.1 Tamworth BC (TBC) manages around 4200 homes, of which 428 of the flats are held on a leasehold basis. TBC believes that around 193 (45 per cent) of these flats are sublet by the leaseholder as it holds correspondence addresses for these properties.
- 4.2 The leaseholder consultation concerned the replacement of roofs to 21 buildings, comprising four flats in each building. One of the buildings contains four leasehold properties, while the others are mixed tenure. In total forty-four leaseholders are impacted by the consultation regarding the roof replacement.

### Section 20 Consultation

- 4.3 The Section 20 consultation with leaseholders concerned TBC putting in place a Qualifying Long-Term Agreement (QLTA) for long term planned contract works to its housing stock. A QLTA is an agreement a landlord enters into with an independent contractor for a period of more than 12 months. The landlord must consult on the QLTA with all leaseholders if the amount any one leaseholder must pay would be more than £100 in any one year. This includes VAT and any associated management or administrative costs which arise specifically from the proposed agreement. If the landlord does not consult leaseholders, they will not be able to collect service charges over £100 per leaseholder, per year. TBC asked interested contractors to quote rates that would apply to any works undertaken under the QLTA. The contract was awarded to Wates in January 2020 to commence on 1<sup>st</sup> April 2020 for all the properties owned by TBC for a 10-year period. The total value of the contract was estimated at £43m.
- 4.4 There is no written Section 20 procedure but CT was provided with copies of the template Section 20 consultation notices that related to the QLTA for the long term planned contract works. Officers were unable to provide us with the original copies that were sent to leaseholders.
- 4.5 Due to the value of the contract, it had to be advertised publicly and the leaseholders did not have the right to nominate a contractor for this contract. The contract was covered by Schedule 2 of the 2003 service charge regulations and TBC was required to serve consultation notices on leaseholders:
- Before the tender was offered (the pre-tender stage), TBC was required to serve a 'Notice of Intention'.
  - During the tender (the tender stage), TBC was required to serve 'Notice of its Proposals' (estimates)
- 4.6 Our observations on the notices provided are as follows:

- For both the Notice of Intention and Notice of Proposals, CT was advised by officers that they were unable to provide exact dates of issue for the Notices since whenever the copy notices are shared they update with the current date. We understand that this is the reason why when, in November 2019, leaseholders requested copies of the Section 20 notices originally issued in April and June 2019, the copies provided were dated November 2019. When Section 20 notices are issued to leaseholders, original copies should always be saved as PDF files so that they cannot be altered and the date of issue is clear.
- The notices meet the basic statutory requirements but they are poorly drafted and confusing in places. For instance, the different stages of the process are shown incorrectly on the notices. The notice of intention advises that the planned works being tendered for include 'improvements' and 'upgrading', the cost of which cannot be recovered under the terms of the leases we have reviewed. This fact is not made clear for leaseholders in the notice.
- We understand from leaseholders that all notices were sent only to the leasehold property and addressed to the 'owner' rather than the name(s) of the leaseholder(s). It is good practice to ensure that notices are addressed to the leaseholder by name and also sent to their correspondence address to ensure effective communication, particularly given the high proportion of leaseholders that sublet. We understand that TBC now has a process in place to ensure that a database of leaseholder correspondence addresses is maintained, where these are known. These are now used for all communications with leaseholders i.e. Section 20 notices, service charge invoices etc.
- The notice of intention gave leaseholders the statutory 30 days to make observations but it is good practice to allow 35 days to allow delivery time for the notice.
- The notice of proposals does not include an example of the pricing schedule from the chosen contractor, which it is good practice to include. There is no mention in the notice of when and where a copy of the proposal can be inspected by leaseholders, although we understand from a leaseholder that it was possible to inspect the detailed proposal at TBC's offices.
- The notices do not give information on the next steps once the QLTA is in place. For instance, there is no mention that a further notice will be issued when TBC intends to carry out works under the contract. No general explanatory information on the Section 20 process, frequently asked questions etc. was given to leaseholders.

## Lease Agreements

- 4.7 We reviewed the template lease agreement issued by TBC. We are advised by officers that all leaseholders have the same lease agreement, although this seems unlikely given that leases will have been issued at various times since the 1980s. It was beyond the scope of this commission to check all or a sample of lease wordings.
- 4.8 The lease provided to us requires the leaseholders to pay TBC a service charge for keeping their building in repair. The amounts actually spent on repairs must be certified by TBC. Bills are then issued to leaseholders, which the lease requires are paid by the leaseholder within 28 days. We understand from the Senior Revenues Income Assistant that some leases require payment within 14 days of a demand being issued.
- 4.9 The lease agreement only places a responsibility on TBC to 'repair' the building and does not refer to TBC being able to charge for the 'renewal' or 'improvement' of building components. The definition of a 'renewal' is not the same as a 'improvement' and in our view if a component, such as a roof has reached the end of its life, it would be uneconomic and ineffective for TBC to continue to carry out repairs to the roof and a renewal would be required, the cost of which can be recovered from the leaseholders. Where future roof renewals are required we recommend that TBC makes an application for a determination at the First-tier Tribunal (FTT) that it is reasonable to renew the roof given the cost of historic patch repairs, the cost of scaffolding and evidence from independent surveyors. TBC should also meet with the impacted leaseholders to communicate its plans and explain the reasoning behind the necessary replacement of the roof. Hopefully this consultation will get the leaseholders 'on board' with TBC's approach, they will not present a counter argument to the FTT and the case can be heard 'on paper' rather than in person, which will reduce the timescales.
- 4.10 The lease agreement does not specifically allow TBC to charge leaseholders a management fee to cover its costs of delivering day to day building management services. We understand that TBC has received legal advice that it could charge a management fee to cover its cost of managing major works.
- 4.11 Although the lease does not allow TBC to charge leaseholders a management fee for the cost of delivering day to day building management costs, there is case law that suggests that it may still be possible to charge a fee. In *Brent v Hamilton* (2006) Court of Appeal, it was held that the landlord was entitled to imply a term requiring leaseholders to pay a fair proportion of management costs to avoid subsidisation from Brent BC's general housing revenue account funds.

## Impact Assessment - HRA Business Plan

- 4.12 To date, it is understood that TBC has not fully recovered the costs of works on leaseholder homes, either through design or accident. The QLTA gives TBC the opportunity to recover the costs of works to leaseholders properties, assuming that the Sc 20 consultation is appropriately executed. This should improve the levels of recovery and ensure that both residents and leaseholders are treated equitably when planning asset investment. CT has set out leaseholder payment options in ###. There will be a delay between expenditure and cost recovery depending on the option(s) chosen. In most cases, recovery will be within 12 months which should not have a significant financial impact. TBC will know of any applications for extended payment and can factor this into financial planning. It should also allow for a small percentage of non-recovery. It needs to consider the cost balance of the legal costs of recovery against the sums owed. It is always a good plan to demonstrate recovery will be pursued to encourage all to pay and not assume that default is an option.
- 4.13 Premature renewal will have an adverse impact on the Business Plan as it will reduce the recovery from leaseholders. This is because costs passed on to leaseholders will need to be discounted to take in to account the roof's early renewal. This shortfall will need to be funded through tenant rents, which will reduce the volume of works that can be funded and will result in other works being deferred. If overall recovery improves by closer management of Sc 20 notification and seeking appropriate payments from leaseholders, this could be financially positive by removing the inherent subsidy applied to date.
- 4.14 It may be expedient for works to be undertaken before the end of the component life if this is clearly to avoid repairs cost that will otherwise result or if TBC's financial capacity requires works to be brought forward to smooth expenditure. If smoothing costs, it is preferable to bring forward works that do not affect leaseholders to avoid the potential under recovery.
- 4.15 At the moment, TBC officers have not been able to provide projected expenditure for the next few years and leaseholder impact. Overall, CT advises that leaseholder charges and recovery should have no impact on the 30 year financial plan as, if consultation is correct, TBC should fully recover any expenditure.

## Impact Assessment Leaseholders

- 4.16 The principal financial issue for leaseholders at the moment is the lack of notice of works and costs. The QLTA is general and not sufficiently specific to enable an individual lessee to know the likely timing and cost of works to their home. Leaseholders only become aware of the timing of works and

likely costs when served with a Qualifying Works Notice prior to the works being executed, when TBC provides an estimate of costs. This does not enable them to plan their finances to meet the costs levied.

- 4.17 If TBC prepares longer term forward investment plans and identifies the leaseholders likely to be impacted, this will enable earlier notice to be provided.
- 4.18 The notification of the QLTA should enable TBC to fully recover the costs of works to leaseholder premises. CT understands that this has not always happened previously and this improvement in procedures will result in additional costs for leaseholders, albeit correctly levied. CT has set out payment options for TBC to consider.
- 4.19 CT has explained in Section 7 below that the costs to leaseholders may be higher than they may expect using a small local contractor and the reasons for this. However, TBC is bound by public sector procurement legislation which, while providing competition to deliver value, may not provide the cheapest solution, but should provide a good quality solution that adheres to current regulations, with warranties.
- 4.20 CT is recommending that remedial works be undertaken to prolong the lives of the roofs. Leaseholders will be liable for their due proportion of these costs. While these will be in addition to the future roof renewal costs, if the works delay renewal by seven to ten years they should provide value and enable leaseholders to budget for the future renewal costs.
- 4.21 Timely renewal of key components is important to maintain the leaseholders' asset value. As stated in the survey report, most of the surveyed buildings have minor works required which should not significantly affect the estimated value of the homes. Similarly, if the costs of roof renewal are not anticipated for ten years, rather than imminently, this should have a positive impact on asset value.

### **Statement of Means**

- 4.22 Invoices for leaseholder service charges are raised by the Business Support team and the Revenues and Income team is responsible for ensuring that the invoices are paid. Invoices must be paid within 28 or 14 days, depending on the terms of the individual lease agreement. If any leaseholder cannot pay within this timescale, they are permitted to pay in instalments over (up to) 12 months with no interest.
- 4.23 If leaseholders advise that they cannot pay within 12 months and are unable to obtain a personal loan etc, they are sent a 'Statement of Means' form to complete. This form is used to detail the leaseholder's income and expenditure so that TBC can understand the financial situation of the leaseholder and what they might be able to pay. We were advised that few 'Statement of Means' forms are returned by leaseholders, but where they

are, it is at the Revenue Manager's discretion to offer other repayment options. There is no TBC guidance on where alternative repayment options might be offered or a methodology for officers to follow to make these decisions. In view of this, there is a danger that individual leaseholders may not all receive the same advice/options.

- 4.24 There is no written advice available for leaseholders i.e. in a leaflet or on the website etc. regarding repayment options, should leaseholders be unable to pay invoices when due.
- 4.25 As part of this review we have drafted a Repayment Options Policy for consideration. Please see Appendix 1.

### **Review of FTT Ruling**

- 4.26 In March 2022 TBC was challenged by some leaseholders at the FTT on their liability to pay for works to replace the roof to their buildings and the reasonableness of the proposed charge for these works. The key outcomes from the Tribunal hearing were:
- The Section 20 notice for Qualifying Works under a QLTA was flawed as it did not invite leaseholders to make observations on the qualifying works and did not include TBC's estimated cost for carrying out these works under the QLTA in place. Due to this, TBC sought dispensation from Section 20 from the Tribunal, which was granted.
  - Leaseholders were concerned that the Notices of Intention for the QLTA were only sent to the property address and not to the leaseholder correspondence addresses. The notices were also addressed to the 'owner', rather than to the named addressee. Although this approach to the service of notices is permitted under the terms of the lease, it is good practice to send notices to correspondence addresses and name the addressee. We understand that TBC now ensures that a database of leaseholder correspondence addresses is maintained and these are used when there are any communications with leaseholders.
  - The Tribunal had no issue with the cost of the works but held that the roof tile covering had been replaced fourteen years too soon, due to the remaining life of the roof covering. To acknowledge this, service charge costs to the leaseholders were reduced by 14.29 per cent. This outcome is reflected in our advice regarding future roof replacement works and is discussed in paragraphs 8.6 and 8.7 below.

### **Knowledge of Leasehold Legislation and Good Practice**

- 4.27 From our review it appears that generally officers have a limited knowledge of leasehold legislation and good practice, particularly in respect of administration and record keeping. We were provided with examples from

leaseholders where they had been advised to carry out works themselves to building components that were the responsibility of TBC i.e. roof replacement and guttering replacement.

- 4.28 Officer knowledge of imminent future works was also reported to be lacking. One leaseholder reported that when they were purchasing their flat, TBC responded to their solicitor's enquiries regarding works planned in the next five years, that works were 'not applicable'. Three months after they bought their flat they were advised by TBC that roof works would be carried out. Officers have advised that as budgets are prepared annually, five-year predictions are not available. This is standard information that solicitors will require as part of a conveyancing transaction so must be made available by TBC. If accurate estimates of future works are not provided this may impact on the ability of leaseholders to sell their properties and on the ability of TBC to recover the cost of future works from leaseholders.
- 4.29 There is evidence that leasehold practices have improved in recent years, particularly since the 2022 FTT hearing. For instance, the introduction of a database of leaseholder correspondence addresses and improving Section 20 notices to ensure that they meet statutory requirements. However, we recommend that a retained leasehold consultant is engaged to advise TBC officers on leasehold matters, as required.

## 5. Tamworth Investment Planning

- 5.1 Tamworth officers have acknowledged that the data used to provide life cycle information is aged. The primary source is the Michael Dyson (MD) stock condition survey from 2018. A new survey is planned imminently to refresh the information. While the use of stock survey data is common practice in social landlords, it is typical to keep this data refreshed with more regular survey updates. It is usual to survey 20% of the stock each year to ensure that all information is within the last five years.
- 5.2 While the MD stock condition data is not current, it is still likely to be valid in most cases to project when items are likely to fail and can still be a valid source of information.
- 5.3 The use of the life cycle information to plan future investment needs to be supplemented with on-site inspections to validate the proposed works. It is reasonable to use life cycles as indicators of replacement dates, but they will not always work, particularly for components' with long lives, like roofs.
- 5.4 The principle of replacing elements just ahead of the lifecycle expiry date is sound as it reduces the chance of component failure and resulting repairs. This is common practice among social landlords. This has become less common in recent years as the financial challenges are leading to a more pragmatic approach to only replace/ renew items when essential. This can

be after items have started to fail. Both approaches have merit but there needs to be clarity on the preferred approach to enable this to be explained to residents as part of the engagement process. Either process needs to be supported with on-site inspections to validate current condition and life expectancy and options for remedial works to extend life.

### **Programme impact on leaseholders**

- 5.5 Currently there is no consideration of the number of leaseholders impacted by specific works programmes. Officers could not advise on the number of leaseholders likely to be affected by the 2024/25 programme. While this means that priorities are not influenced by the number of leaseholders in particular blocks, it also means that the practicality of programme delivery is not considered. There are additional consultation stages to execute to meet Sc 20 obligations where leaseholders are involved, if the council wishes to recover costs. This will delay the start on site date. There will also be financial implications arising from the inclusion of leaseholders within schemes and the timing of cost recovery. This is covered in 4.12 – 4.15 above.
- 5.6 There needs to be more transparency of future investment plans and clear resident involvement in planning. This is a requirement of the new Consumer Standards which TBC needs to meet with effect from April 2024.

## **6. Works Procurement & Contract**

- 6.1 TBC must comply with UK Procurement legislation. This requires a contract of this value to be advertised to enable open competition. The procurement legislation is designed to provide open competition and prevent public sector organisations offering work to favoured companies. Large contracts cannot be broken down into smaller packages to enable them to be under the value guidelines. TBC must advertise its major investment contracts to ensure fair competition. This will tend to preclude small, local contractors competing.
- 6.2 TBC has opted to enter into a Qualifying Long Term Agreement for its asset investment works on a 5 year plus 5 year basis, to provide a contractor to deliver its investment programmes. This is a common route used in the public sector.
- 6.3 This route has the advantages of a single procurement exercise to cover multiple trades and work streams. It gives the client a single point of contact for all works, which should reduce administration, compared to managing multiple contractors. The work volumes offered to the contractor should also bring economies of scale and a competitive price. The value for money *may* be adversely impacted by the timing and competition for the contract. CT is not aware of any adverse factors affecting Tamworth's procurement.



- 6.4 This single point contract also enables the consultation required with leaseholders as part of Sc 20 of the Landlord & Tenant Act to be covered for a single procurement rather than being undertaken several times for several procurements.
- 6.5 There are elements of the single procurement which are challenging. The high contract value, believed to be in excess of £40m for TBC, significantly reduces the number of contractors with the capacity and resources to meet the pre-qualification tender criteria. It excludes local SMEs as primary contractors, although they may be able to work for the winning bidder within a sub-contractor framework. The contract also includes conditions, such as the Social Value criteria and reporting criteria, which are likely to preclude some contractors from applying, or qualifying if they do apply. It is unlikely that any contractor will have the inhouse resource to provide all services through directly employed staff so there is inevitably sub-contracting. This is likely to make the method of delivery, at least in part, a management contract, co-ordinating various sub-contractors. This may be seen as adding additional management costs.
- 6.6 While overall the procurement process tests the market and should give good value, it is inevitable that a contractor will have areas of work that it is able to deliver more economically than others. This pricing mechanism results in a competitive average cost and a levelling of prices across all work streams. Some may be more expensive than a trade specific procurement and some may be cheaper.
- 6.7 Leaseholder consultation on a QLTA precludes the leaseholders from nominating contractors as the local contractors likely to be familiar to leaseholders will not meet the pre-qualification criteria. The council-wide, multi-works nature of the contract can also make it difficult for leaseholders to comment on the proposals as the consultation must be very general to cover all the work types and many may not be relevant to the individual. This complexity can be mitigated with additional explanatory information. The inference that CT has gained from attending meetings with leaseholders is that the consultation for this QLTA was confusing for leaseholders and meant some leaseholders felt unable to comment.
- 6.8 CT's comments on the process and leaseholder reaction are covered separately in **Section 4 - Leaseholder Consultation**.

## 7. Contract Prices & Management

- 7.1 The procurement exercise tested the market and should result in a competitive pricing structure for the full range of works. However, as stated in 6.6, by amalgamating a variety of trades into a wide ranging contract, the rates offered will be an average across trades and individual trades may be more or less competitive than a trade specific procurement as a result.

- 7.2 Comparative roof pricing – CT has been advised that leaseholders have sought comparative costs from local roofing suppliers who appear to be offering much better value than the Wates price. It is often the case that a small local trader will apparently offer a more competitive price than the one obtained through the Council’s main procurement process. This can be for several reasons;
- a) It is likely that the local contractor is **working to a simpler specification** than the one required by the council. It is unlikely that the leaseholder seeking the price will include all the conditions required by the council. This will typically include additional health and safety and working condition requirements. The council’s conditions are likely to be more stringent than those generally used by small traders for materials handling, disposal, working practices, supervision and quality control.
  - b) The small local contractor will not need to consider for example adding social value or having apprenticeship programmes. While these may not individually add value to the job, they are an integral part of the council’s considerations and the method of operation it expects. These add cost.
  - c) The local contractor will have a simpler set up and lower overheads enabling a lower price to be offered. The large contractors need the administration to enable them to compete in the procurement market for these large contracts. This comes at a cost. The administration will probably include more rigorous health and safety requirements, social value employees, and more support staff, such as resident liaison.
  - d) The larger contractor will usually have better reporting mechanisms to provide performance information on the contract delivery. Most large public sector contracts will have performance management information requirements within the contract. Again, these come at a cost.
  - e) A smaller local contractor is more likely to have ad hoc employment arrangements for operatives to meet peak demand. This is a potential risk in relation to H&S and delivery practices.
  - f) A large contractor, such as Wates, should be able to offer insurance backed guarantees for the roof renewal which should give leaseholders some comfort. This is less likely to be available from a smaller contractor. This guarantee also has a cost which will be included in the rates.
  - g) The overarching point is that a price from a small independent contractor does not contain many elements included in the price from the large contractor. Many small contractors are not able to compete for the larger contracts because they can not comply with those requirements. Moreover, those extra elements are not unreasonable.

- h) It is more relevant to ask: Has the QLTA been procured, and are its terms in compliance with regulation? Our view is that the answer to both questions is: Yes.
- 7.3 Leaseholders have commented that they have been confused by letters from Wates around the extent of works shortly following the contract award. This appears to have been sent ahead of the formal contract agreement. Officers have not been able to clarify why these letters were sent by Wates. It is thought to relate to a previous contract. CT has sought but has not yet received clarity on this point.
- 7.4 The Council needs to set out the specific requirements for works covered within the procurement, such as remedial works or roof renewal. Wates will then prepare a cost for the works identified. It is important that this specification is site appropriate and does not allow the contractor to inflate the works and add to the cost. This will be key in estimating the cost of remedial works as there are a different sets of works to each roof. This will impact on the costs passed to leaseholders. Similarly, actual delivery must be closely managed to ensure that any variations from the specification are closely managed and costed.

### **Inflation**

- 7.5 Officers and leaseholders have both raised the price impact of work now as opposed to work in 10 years. TBC has advised that the Wates contract has a CPI factor to increase rates. In principle, with this in place spend now or spend later should be cost neutral on a Net Present Value basis. Although the actual cost will be higher later, if it aligns with inflation and TBC income it will be no different in real terms. If rents go up above CPI, TBC may be better off to defer based on the current Wates contract. It will impact differently for some leaseholders whose income may not align with moves in inflation.
- 7.6 CT considers that the main issue for TBC is its financial capacity. Spending will need to be smoothed to deal with peaks and troughs. This will mean that some works will be earlier than the life cycle replacement. TBC can plan which elements are replaced early. In practice something with a long life, such as a roof is less impacted in terms of its condition by a delay of a few years rather than something like heating systems and electrics which have a shorter life and may benefit from being brought forward. Also, items such as boilers and in-dwelling electrics do not have a leaseholder impact and there is no requirement to consider a discount for premature renewal.

## 8. Roof Inspections

- 8.1 TBC identified 39 homes in B78 and B79 post codes. These homes are typically four flats, two upstairs and two down, covered by a pitched roof with hip ends. The roof is shared although there are separate loft spaces on either side of the party wall. CT commissioned its partner surveying practice, Faithorn Farrell Timms (FFT), to undertake the roof inspections, including the loft space where access was provided.
- 8.2 Letters were sent to all homes and CT thanks TBC residents for assisting with door knocking to secure appointments for roof and loft inspections. We were able to gain access to 22 of the properties. The remaining properties were surveyed externally.
- 8.3 The full report is enclosed as Appendix 2 with the detail of each roof and recommended remedial works in Appendix 3. The headline position is that the existing roof coverings have circa 10 years life left in them. The roof coverings have reached the end of their estimated life expectancy, but there were no obvious signs of leaks and the roof coverings are in the main in good order. Other elements of some of the roofs, such as the sarking felt, the fascia's and soffits have either perished or are in need of replacement.

### Remedial Works

- 8.4 The tile coverings to the roofs do not appear to need immediate replacement (there is one exception to this). Various remedial works have been identified to extend the life of the roofs and to provide an estimated 10 year life. CT recommends that TBC assesses the costs of the remedial works to each, using its QLTA, to enable a decision to be made on the value of progressing with the remedial works rather than full replacement. Access equipment will be needed to undertake roof repairs. TBC should consider if other works are appropriate to be undertaken while access is in place.

### Further surveys

- 8.5 If remedial works are implemented, CT recommends that the roofs are inspected again in five to seven years to re assess the roof life and timing of renewal.

### Timing of full replacement

- 8.6 While the roof life can be extended, the council may decide that it is more economically beneficial to them to replace all the roofs as part of a single wider programme of replacements as opposed to replacing them on a more ad-hoc basis. It may be that the council has funding now but cannot guarantee future finances or has other works identified in future years that will preclude funding roof replacement. The council may therefore feel it is

beneficial to replace all the roofs sooner. There is also the possible benefit that undertaking the works now, will mean they will be completed at a cheaper cost than in 10 years time. The relative real time costs will depend on inflation and the contract conditions.

### **Premature renewal**

- 8.7 If the roofs are replaced imminently, CT recommends that leaseholders should be offered a discount to reflect premature renewal of the roofs. The size of the discount will depend on the timing but if it is assumed that the roofs are renewed now, it is approximately 8 to 10 years ahead of the end of life date. Assuming the revised life is 80 years, the eight year early renewal is a 10% reduction in the roof life and a 10% discount could be offered. It must be remembered that the actual cost of the roof is not reduced and the discount will be funded from tenant's rents. CT would not recommend replacing the roofs early as TBC will use rent income to subsidise leaseholders rather than waiting to the end of the component lifespan and fully recovering all qualifying costs.

### **Sarking Felt**

- 8.8 There has been discussion over the function of and need to replace the sarking felt as it is in poor condition on many roofs. It is not normal practice to retrofit sarking felt, as it would mean stripping the roof off. The felt would also end up getting replaced again when the roofs are renewed, which is likely significantly ahead of the felt's life. Sarking felt is not an essential for pitched roofs and there will be many older properties without it. If the roof covering is in good order and there are no leaks the omission of sarking felt is not an issue, as it is basically a secondary measure to prevent any water ingress if the roof covering fails. It does prevent wind and dust entering the loft space, but its main function is to prevent water ingress. Sarking felt can also have a negative impact if it's not breathable. It can create condensation in a loft space during cold spells. The retrofitting of sarking felt is likely to be complicated and not cost effective if the roof covering itself is not being replaced. It is therefore recommended to only deal with sarking felt failure when the roof is replaced in its entirety.

### **Proposed Works**

- 8.9 There is likely to be a benefit in undertaking remedial works costing no more than several thousand pounds per roof, rather than the estimated renewal cost of £40,000. This will extend roof life although the precise life extension cannot be guaranteed. It will give leaseholders a prolonged opportunity to plan for the expenditure.

## 9. Conclusions

- 9.1 Tamworth Borough Council has followed common practice in the sector to seek a multi-works, multi-million pound contract to deliver its investment in its housing stock. This type of Qualifying Long Term Agreement (QLTA) contract must conform to the procurement regulations, which will usually exclude small, local contractors from applying. The procurement is compliant from the evidence CT has seen.
- 9.2 Although the process is generally compliant, the information passed to leaseholders was confusing. The consultation would have benefitted from additional explanatory information to make it more relevant.
- 9.3 TBC's record keeping has been poor and has on occasion caused confusion when supplementary information has been sent to leaseholders with incorrect dates.
- 9.4 TBC would also benefit from having a clear policy on payment options for leaseholders.
- 9.5 TBC would also benefit from updating its lease conditions and having retained specialist advice.
- 9.6 Officers acknowledge that stock condition information is aged and it is understood that there is a commission in place to rectify this. This does not preclude the use of this data to prepare investment plans. TBC's method of using life cycle information and stock data to formulate its investment decisions is typical in the sector.
- 9.7 The investment plans appear to be over reliant on life cycle information and would benefit from on-site surveys to validate proposed investment.
- 9.8 Works programme planning and consequent financial planning appears to be short-term and is not published making it hard for tenants and leaseholders to know when works are planned to their homes. Better information needs to be disseminated to residents.
- 9.9 The QLTA agreement may result in price differences to what leaseholders may expect from local contractors, but TBC has followed a typical route and there are clear reasons for cost differences as set out in section 7. above.
- 9.10 The survey of the sample roofs suggest that, with minor remedial works, the roofs can expect to last another 10 years. TBC needs to assess the costs of these remedial works to validate their medium term value.
- 9.11 TBC may still wish to replace the roofs ahead of the end of life if this is necessary to smooth overall investment. Earlier renewal will result in the need to offer leaseholders a discount for premature renewal. TBC may also need to seek a determination from the Tribunal to progress the works and confirm that the level of discount offered is reasonable.

- 9.12 TBC should inspect the loft interiors in five to seven years to check on condition and review the roofs life expectancy.
- 9.13 TBC has clearly tried to comply with legislation in procuring works and consulting leaseholders on timing and costing. While generally compliant, there is room for improvement in its processes, its investment planning and leaseholder consultation in ways we have outlined in the body of this report.

## **Appendix 1: Repayment Options Policy**

Attached Separately

## **Appendix 2: Roof Condition Report**

Attached Separately

## **Appendix 3: Schedule of Roof Survey data**

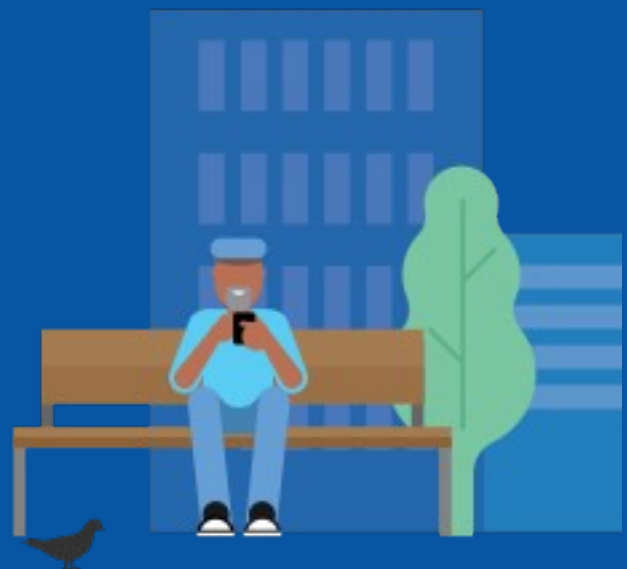
Attached Separately



# CAMPBELL TICKELL

Telephone +44 (0)20 8830 6777  
Recruitment +44 (0)20 3434 0990

info@campbelltickell.com  
www.campbelltickell.com  
@CampbellTickel1



This page is intentionally left blank

Strategic Leasehold Review – Improvement Plan			
<b>Project:</b>	Strategic Leasehold Review		
<b>Lead:</b>	Paul Weston	<b>Date Complete:</b>	September 2024
Workstream	Progress	Complete	Actions
Revise Section 20 notices so they are more customer friendly, and the explanation of works goes beyond statutory requirements.		<b>COMPLETE</b>	<ul style="list-style-type: none"> <li>S.20 Notices drafted by Cambell Tickell and included at Appendix 3</li> </ul>
Ensure Section 20 notices are supported by additional information that explains the Section 20 process and answers questions commonly asked by leaseholders		<b>COMPLETE</b>	<ul style="list-style-type: none"> <li>S.20 Notices drafted by Cambell Tickell and included at Appendix 3</li> </ul>
Update website to provide leaseholders with more detail on the Section 20 procedure.		<b>DEC 2024</b>	<ul style="list-style-type: none"> <li>Develop Leaseholder policy and share via website.</li> </ul>
Draft Section 20 policy and procedures to ensure Section 20 notices are completed and administered correctly and that officer responsibilities are defined for each stage of the process. Procedures should include some informal consultation with leaseholders before entering the formal Section 20 process.		<b>DEC 2024</b>	<ul style="list-style-type: none"> <li>Appoint Campbell Tickell to work with the Council to develop policy.</li> </ul>
The Council should clearly save the original, dated Section 20 consultation		<b>COMPLETE</b>	<ul style="list-style-type: none"> <li>New notices will be properly recorded upon issue.</li> <li>This will be applied to all new notices issued.</li> </ul>

notices to ensure no ambiguity when subsequent queries are raised.			
Notices should be addressed to the leaseholder at the correspondence address.		<b>COMPLETE</b>	<ul style="list-style-type: none"> <li>Where Leaseholders have given an alternative address for correspondence this is already being used.</li> </ul>
Develop a Repayment Options policy that gives leaseholders repayment options for the cost of major works		<b>DEC 2024</b>	<ul style="list-style-type: none"> <li>AD Finance, s151 Officer, ED Communities and Portfolio Holder to consider options.</li> <li>Initial view that current Corporate Credit Policy applies to Leasehold Service Charges.</li> </ul>
Review all lease agreements to ensure officers understand the terms of each, in particular the extent of the demise of the property.		<b>APR 2025</b>	<ul style="list-style-type: none"> <li>In-house team to be developed, training and support to be provided.</li> <li>As and when needed external support to be engaged to provide updates and training.</li> <li>Annual review of processes to capture changing legislation.</li> </ul>
Improve knowledge of leasehold legislation and practice across TBC by engaging a retained leasehold consultant to advise on leasehold matters.		<b>APR 2025</b>	<ul style="list-style-type: none"> <li>In-house team to be developed, training and support to be provided.</li> <li>As and when needed external support to be engaged to provide updates and training.</li> <li>Annual review of processes to capture changing legislation.</li> </ul>
<p>Modernise lease agreements terms in order that leases issued moving forwards:</p> <ul style="list-style-type: none"> <li>Review RTB lease for new RTB sales to include renewal and improvement clauses and the ability to collect a management fee to deliver the leasehold service.</li> </ul>		<b>APR 2025</b>	<ul style="list-style-type: none"> <li>Right to buy team to work with external legal support to review lease documents.</li> <li>Leasehold Policy to include provisions for lease extensions and lease amendments.</li> <li>External legal support to be commissioned to advise on the inclusion of management charges and the possible routes to achieving this. Further approvals for this to be sought from Cabinet once legal advice is available.</li> </ul>

<ul style="list-style-type: none"> <li>Review approach to lease extensions for existing leaseholders. Consider offering leaseholders a non-statutory route to lease extensions with incentives such as reduced premium costs, legal costs etc. if renewal, improvement and management fee clauses are included in the new lease.</li> </ul>			
<p>Explore whether legally it would be possible to introduce a management fee to existing leaseholders to pay for the delivery of the leasehold service. There is case law (Brent v Hamilton 2006) that suggests that this may be possible.</p>		<p><b>APR 2025</b></p>	<ul style="list-style-type: none"> <li>External legal support to be commissioned to advise on the inclusion of management charges and the possible routes to achieving this. Further approvals for this to be sought from Cabinet once legal advice is available</li> </ul>
<p>Update the stock condition survey information with the outcomes of the roof inspections to provide a current data base to inform investment.</p>		<p><b>JAN 2025</b></p>	<ul style="list-style-type: none"> <li>Complete Stock Condition Survey and update all records within housing management system.</li> <li>Update condition data on a regular basis</li> </ul>
<p>Use repairs, void and other recent feedback information to update the stock condition data base with regular operational information.</p>		<p><b>JAN 2025</b></p>	<ul style="list-style-type: none"> <li>Complete Stock Condition Survey and update all records within housing management system.</li> <li>Update condition data on a regular basis</li> </ul>

Undertake on site sample inspections to validate the life cycle projections to inform the investment programme for imminent planned or major works		<b>APR 2025</b>	<ul style="list-style-type: none"> <li>Update condition data on a regular basis</li> </ul>
Identify the specific blocks that are likely to be in the following year's programme and identify the number of leaseholders likely to be affected to assist with both consultation and cost and income analysis		<b>JAN 2025</b>	<ul style="list-style-type: none"> <li>Carry out stock condition survey and update records.</li> <li>Condition survey will identify future programmes.</li> <li>Condition survey will drive MTFS and HRA business plan</li> </ul>
Prepare 5 year and 30 year investment plans to clarify potential investment decisions and financial impact.		<b>JAN 2025</b>	<ul style="list-style-type: none"> <li>Carry out stock condition survey and update records.</li> <li>Condition survey will identify future programmes.</li> <li>Condition survey will drive MTFS and HRA business plan</li> </ul>
Publish indicative 5 year investment plans annually and ensure leaseholders are aware when works are planned for their building.		<b>MAR 2025</b>	<ul style="list-style-type: none"> <li>Indicative programmes to be published based on condition survey data, HRA Business plan and MTFS budget setting.</li> </ul>
Following the recommendations in the roof report, assess the costs for each block for the remedial works to prolong the life of the roof for approximately 10 years and ensure this provides value in delaying roof works.		<b>COMPLETE</b>	<ul style="list-style-type: none"> <li>Costings for works identified from survey to be costed by the planned works contractor using the SOR and existing contracts.</li> </ul>
On an 'asset by asset' basis, either undertake the remedial works or replace the roof.		<b>NOV 2024</b>	<ul style="list-style-type: none"> <li>Commence s20 stage 3 consultation process once approved by Cabinet.</li> <li>Programming of works with contractor(s)</li> <li>Commence works on site.</li> </ul>

<p>If remedial works are progressed, TBC should consider if other works can be undertaken while the access equipment is in place.</p>			<ul style="list-style-type: none"> <li>• Work with contractor and condition data to identify additional works.</li> </ul>
<p>Advise residents of the proposed remedial works programme and likely timescale for roof renewal.</p>		<p><b>MAR 2025</b></p>	<ul style="list-style-type: none"> <li>• Commence s20 stage 3 consultation process once approved by Cabinet.</li> <li>• Programming of works with contractor(s)</li> <li>• Commence works on site.</li> <li>• Publish advance programme once 5-year capital budgets have been agreed and stock condition data is available.</li> </ul>
<p>Review the condition of the roofs in five to seven years to assess the point renewal will be needed.</p>		<p><b>5-YEARS</b></p>	<ul style="list-style-type: none"> <li>• Identify current condition of roofs through regular updates of condition data.</li> <li>• Diarise specific inspections through housing management system.</li> </ul>
			<p><b>Planned Activities for next period</b></p>
<ul style="list-style-type: none"> <li>• Strategic review complete by Campbell Tickell.</li> <li>• Specific roofs inspected and works schedules produced/costed.</li> <li>• Revised suite of documents produced by Campbell Tickell</li> </ul>	<ul style="list-style-type: none"> <li>• Production of policy</li> <li>• Update of website</li> <li>• Review of Leases</li> <li>• Commence works programme</li> <li>• Completion of Stock Condition Survey</li> <li>• Development and publication of planned works programme based on new condition survey</li> </ul>		
<p><b>Amber/Red Areas</b></p>			<p><b>Risks including Stakeholder Issues</b></p>
<ul style="list-style-type: none"> <li>• All workstreams are currently on track.</li> </ul>			<ul style="list-style-type: none"> <li>• Financing options likely to be challenged</li> <li>• Leaseholders may still challenge process through the First Tier Tribunal</li> </ul>
<p><b>Project Team Issues</b></p>			<p><b>Resourcing Requirements</b></p>
<p>None at this time</p>			<ul style="list-style-type: none"> <li>• Use of Campbell Tickell to develop policy documents</li> <li>• Shared legal service to review current leases</li> </ul>

	<ul style="list-style-type: none"><li>• Shared legal service to advise on options to include management fee</li><li>• Training and future support needs to be identified.</li></ul>
--	---



## Appendix A - Notice of Intention - Qualifying Works

NAME  
ADDRESS  
ADDRESS  
ADDRESS  
POSTCODE

DATE

Dear «Name» (name of leaseholder/name of recognised tenants' association)

### LANDLORD'S NOTICE OF INTENT TO ENTER INTO A CONTRACT FOR A QUALIFYING WORKS

Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

I am writing to inform you that Tamworth BC intends to enter into an agreement to carry out works that relate to the building and/or estate (if applicable) that your property forms a part:

**insert description of the works**

These services are considered necessary for the following reason/s:

**insert reason for the works**

As the proposed services affect the building or estate that your property forms a part and under the terms of your lease you have an obligation to contribute towards the cost of these services, you have the right to tell us what you think of the proposal. If you do have any observations, you should submit these in writing to the address below.

Please note that this is the first stage of consultation and estimates for these services will not be known until the contract is tendered. You will be notified of your individual estimated contribution during the second phase of consultation.

You also have the right to nominate a person or organisation that you would like us to approach for a tender. Please note that any nominated contractor that we approach may be rejected if they do not meet the reasonable requirements of Tamworth BC's Procurement Policy which are:

## Appendix A - Notice of Intention - Qualifying Works

The contractor should be able to provide evidence of public liability insurance, a valid tax exemption certificate, confirmation of VAT status, and copies of their health and safety policy. We may also ask for evidence of experience carrying out similar kinds of work and references. In some cases, we may also need to assess credit records.

Where a single nomination is made by only one leaseholder, we will try to obtain an estimate from this person/organisation. Where a single nomination is made by more than one leaseholder, we shall try to obtain an estimate:

- a. from the person who received the most nominations; or
- b. if there is no such person, but two (or more) persons received the same number of nominations and in excess of the nominations received by any other person, from one of those two (or more) persons; or
- c. in any other case, from any nominated person

All comments, observations and or nominations must be received within 30 days from the date of this notice. Please note that the consultation period will end on S20\_30\_Day\_Expiration.

I attach for your information a leaflet which gives you more information on the Section 20 consultation process and explains the payment options available to you when you are invoiced for works carried out.

I hope this information is clear but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»  
insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible - Leaseholders only.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser - Leaseholders only.
- 3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).

Notes

- 1) Section 20 of the Landlord and Tenant Act 1985 (as amended) provides that a landlord must consult leaseholders who are required under the terms of their leases to contribute to costs incurred under qualifying works, where the contribution of any one leaseholder will exceed £250.

## **Appendix A - Notice of Intention - Qualifying Works**

- 2) Where a notice specifies a place and hours for inspection:
  - a. the place and hours so specified must be reasonable; and
  - b. a description of the proposed works must be available for inspection, free of charge, at that place and during those hours. If facilities to enable copies to be taken are not made available at the times at which the description may be inspected, the landlord shall provide to any leaseholder, on request and free of charge, a copy of the description.
  
- 3) The landlord has a duty to have regard to written observations made within the consultation period by any leaseholder or recognised tenants' association. 'Recognised tenants' association' is defined by Section 29 of the 1985 Act.



**Appendix A - Notice of Intention - Qualifying Works**

IF YOU NEED TO, PLEASE CONTINUE ON A SEPARATE SHEET OF PAPER

I would like to nominate a Contractor to bid for this work. The name and full address of the Company/person is:

Name (please print):

Signed:

Contact Telephone Number:

Date:

## Appendix B - Notification of Proposed Contract - Qualifying Works

NAME  
ADDRESS  
ADDRESS  
ADDRESS  
POSTCODE

DATE

Dear «Name»

### LANDLORD'S PROPOSAL TO ENTER INTO A CONTRACT FOR QUALIFYING WORKS

Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

I am writing to inform you further to our letter of (insert date) that we intend to enter into an agreement for the following works that relate to the building and/or estate (if applicable) that your property forms a part. The consultation period in respect of the notice of intention ended on (insert date):

«insert description of works»

These works are considered necessary for the following reason/s:

«insert reason for the works»

We have now obtained estimates for these works. We approached No\_of\_Contractors\_Approached contractors to provide tenders and received No\_of\_Estimates\_Returned returns. We have shortlisted **two** contractors and enclose details, as required by law, on the attached Statement of Estimates. This includes your estimated contribution towards the work.

We currently propose to select **Tender A**.

As the proposed works affect the building that your property forms a part, you have the right to tell us what you think of the proposal. If you do have any observations, you should submit these in writing to the address below.

All comments and observations must be received within 30 days from the date of this notice. Please note that the consultation period will end on S20\_30\_Day\_Expiration.

You can view the actual estimates and any supporting documentation at this office. If this isn't too large, we are happy, on request, to send you a copy. If this isn't practical, or you would like to see further evidence of the supporting documentation, you can make an appointment to inspect the priced

## **Appendix B - Notification of Proposed Contract - Qualifying Works**

specification, the estimates and all relevant documentation at this office from Monday to Friday between the hours of 9am-5pm. If you would like to arrange an appointment, please contact «insert name» beforehand on «telephone number».

Please note that this is not a demand for payment. An invoice for these works will only be produced on practical completion of these works.

Below is a summary of the written observations received during the consultation period of the Landlords Notice of Intent and a summary of our response.

No written observations were received during the consultation period.

I attach for your information a leaflet which gives you more information on the Section 20 consultation process and explains the payment options available to you when you are invoiced for works carried out.

I hope this information is clear but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»  
insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser.

## **Appendix B - Notification of Proposed Contract - Qualifying Works**

3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).



## Appendix B - Notification of Proposed Contract - Qualifying Works

### STATEMENT OF ESTIMATE

This Statement of Estimates provides detail of the two estimates short-listed from the tenders received. We presently propose to accept «Contractor A» as we believe that contractor offers the best value for money. We are unaware of any relationship as defined by SI 2003 No1987 Schedule 1 (5) (5) between the proposed contractor and members of Tamworth BC or its subsidiaries.

Your proportion of costs is calculated by distinguishing the amount rechargeable to your block and apportioning costs using the formula laid down in your lease agreement. Under the terms of your lease, you will be required to contribute approximately Percentage% towards these costs. Your contribution is also subject to a «10%» management fee.

#### TENDER A

CONTRACTOR: Name of Contractor A of Address  
CONTRACT COST: £Value of Tender A inclusive of VAT  
CONSULTANT: Name of Consultant  
CONSULTANT'S RATE: £Professional fees inclusive of VAT  
CONTRACT COST (INCL): £Total Value of Tender A including Professional fees inclusive of VAT

Estimated cost of work to your block

Estimated Cost to Block: £Tender A Block Cost  
Estimated Cost to Block (incl): £Tender A Block Cost including Professional Fees  
Your total estimated cost: £Estimate A including Professional fees inclusive of VAT

Your estimated contribution (including management fee at 10 per cent management fee)

**£Estimate A including Professional Fees and Management Fee**

## Appendix B - Notification of Proposed Contract - Qualifying Works

### TENDER B

CONTRACTOR: Name of Contractor B of Address  
CONTRACT COST: £Value of Tender B inclusive of VAT  
CONSULTANT: Name of Consultant  
CONSULTANT'S RATE: £Professional fees inclusive of VAT  
CONTRACT COST (INCL): £Total Value of Tender B including Professional fees inclusive of VAT

Estimated cost of work to your block

Estimated Cost to Block: £Tender B Block Cost  
Estimated Cost to Block (incl): £Tender B Block Cost including Professional Fees  
Your total estimated cost: £Estimate B including Professional fees inclusive of VAT

Your estimated contribution (including management fee at 10 per cent management fee)

**£Estimate B including Professional Fees and Management Fee**

## Appendix B - Notification of Proposed Contract - Qualifying Works

Delete if not applicable Please note that as you are within the initial or reference period of your purchases under the Right to Buy or Right to Acquire scheme your contribution for these works is « S125\_Cap\_»

## Appendix B - Notification of Proposed Contract - Qualifying Works

### Payment Options

It is recognised that charges arising from works can cause hardship and, although you are not required to pay anything on the enclosed estimate, an invoice will be sent to you once the works have been completed.

The invoice will be payable within 28 days therefore it is important that you begin to consider how you will finance your share of the costs. If you believe that you will not have sufficient funds to pay the invoice when it is sent the following options may be of assistance to you:

- 1) You could consider setting up a savings account in the interim that you can make regular payments into and those savings would normally earn you interest.
- 2) If you have a mortgage from a Building Society or Bank, you can approach them to extend your mortgage to cover the cost of the works.
- 3) You may want to investigate whether you can secure a loan with a lower rate of interest from a reputable external provider.
- 4) If you are on a low income (whether you are already in receipt of benefits or not), the charge may sufficiently increase your housing costs to qualify you for further assistance.

You will be sent the telephone numbers of those agencies that may be able to assist in assessing your situation when you are sent your invoice.

#### Are you in debt and in need of advice?

For basic advice on debt, please contact insert name.

For specialist independent debt advice, you can call the National Debt helpline free on 0808 808 4000 Monday to Friday 9am to 9pm and Saturday 9.30am to 1pm. Or visit [www.nationaldebtline.co.uk](http://www.nationaldebtline.co.uk)

The National Debt line is a national telephone help line for people with debt problems. The service is free, confidential and independent. The service provides self-help advice to its callers and also produces booklets and fact sheets on managing debt. The service can also help callers with Debt Management Plans

## Appendix B - Notification of Proposed Contract - Qualifying Works

### Comments and Observations Form

THIS FORM RELATES TO PROPOSED WORKS AND SHOULD BE RETURNED BEFORE  
THE END OF THE CONSULTATION PERIOD.

The consultation period for the proposed works ends on  
S20\_30\_Day\_Expiration.

If you would like to make any comments or observations about the work,  
please complete the section below and return it to us at:

«Contact Name»  
Address\_Line\_1  
Address\_Line\_2  
Address\_Line\_3  
Address\_Line\_4  
Postcode

Any comments or observations must reach us by S20\_30\_Day\_Expiration to be  
considered.

Scheme: «Scheme ref»  
Works: «insert description of works»

Works Ref: «works ref»  
Name: Name  
Address: «Property Address»

Comments/Observations

--

IF YOU NEED TO, PLEASE CONTINUE ON A SEPARATE SHEET OF PAPER

Name (please print):

Signed:

Contact Telephone Number:

Date:

## Appendix B - Notification of Proposed Contract - Qualifying Works

### Quality of Works Feedback Form

THIS FORM RELATES TO ONGOING WORKS AND SHOULD NOT BE  
RETURNED BEFORE THE WORKS COMMENCE.

We want you to be happy with the quality of works we intend to carry out.

If you are therefore dissatisfied with any aspect of the works, please complete the section below and return it to us at:

«Contact Name»  
Address\_Line\_1  
Address\_Line\_2  
Address\_Line\_3  
Address\_Line\_4  
Postcode

It is important that you contact us at the earliest possible opportunity so the matter can be investigated promptly.

Scheme: Scheme ref  
Works: insert description of works

Works Ref: «works ref»  
Name: Name  
Address: «Property Address»

Comments	Location	Date of Observation

Name (please print):

Signed:

Contact Telephone Number:

This will only be used if we need to contact you for clarification.

Date:

## Appendix D - Notice of Intention - Qualifying Works where Public Notice is required

NAME  
ADDRESS  
ADDRESS  
ADDRESS  
POSTCODE

DATE

Dear «Name» (name of leaseholder/name of recognised tenants' association)

### LANDLORD'S NOTICE OF INTENT TO ENTER INTO A CONTRACT FOR A QUALIFYING WORKS

Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

I am writing to inform you that Tamworth BC intends to enter into an agreement to carry out works that relate to the building and/or estate (if applicable) that your property forms a part:

insert description of the works

These services are considered necessary for the following reason/s:

insert reason for the works

As the proposed services affect the building or estate that your property forms a part and under the terms of your lease, you have an obligation to contribute towards the cost of these services, you have the right to tell us what you think of the proposal. If you do have any observations, you should submit these in writing to the address below.

Please note that this is the first stage of consultation and estimates for these services will not be known until the contract is tendered. You will be notified of your individual estimated contribution during the second phase of consultation.

Please note that you DO NOT have the right in this instance to nominate a person or organisation that you would like us to approach for a tender. This is because under UK procurement rules, due to the value of the contract we are required to advertise the contract by public notice using the Find A Tender service.

## Appendix D - Notice of Intention - Qualifying Works where Public Notice is required

All comments and observations must be received within 30 days from the date of this notice. Please note that the consultation period will end on S20\_30\_Day\_Expiration.

I attach for your information a leaflet which gives you more information on the Section 20 consultation process and explains the payment options available to you when you are invoiced for works carried out.

I hope this information is clear but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»  
insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible - Leaseholders only.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser - Leaseholders only.
- 3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).

Notes

- 1) Section 20 of the Landlord and Tenant Act 1985 (as amended) provides that a landlord must consult leaseholders who are required under the terms of their leases to contribute to costs incurred under qualifying works, where the contribution of any one leaseholder will exceed £250.
- 2) Where a notice specifies a place and hours for inspection:
  - a. the place and hours so specified must be reasonable; and
  - b. a description of the proposed works must be available for inspection, free of charge, at that place and during those hours. If facilities to enable copies to be taken are not made available at the times at which the description may be inspected, the landlord shall provide to any leaseholder, on request and free of charge, a copy of the description.
- 3) The landlord has a duty to have regard to written observations made within the consultation period by any leaseholder or recognised tenants'



## Appendix D - Notice of Intention - Qualifying Works where Public Notice is required

association. 'Recognised tenants' association' is defined by Section 29 of the 1985 Act.

### Comments and Observations Form

THIS FORM RELATES TO PROPOSED WORKS/SERVICES AND SHOULD BE RETURNED BEFORE THE END OF THE CONSULTATION PERIOD.

The consultation period for the proposed works ends on S20\_30\_Day\_Expiration. If you would like to make any comments or observations about the work, please complete the section below and return it to us at:

«Contact Name»  
Address\_Line\_1  
Address\_Line\_2  
Address\_Line\_3  
Address\_Line\_4  
Postcode

Any comments or observations must reach us by S20\_30\_Day\_Expiration to be considered.

Scheme: «Scheme ref»  
Works: «insert description of works»

Works Ref: «works ref»  
Name: Name  
Address: «Property Address»

Comments/Observations

**Appendix D - Notice of Intention - Qualifying Works where Public Notice is required**

IF YOU NEED TO, PLEASE CONTINUE ON A SEPARATE SHEET OF PAPER

Name (please print):

Signed:

Contact Telephone Number:

Date:

## Appendix C - Notification of Award of Contract - Qualifying Works

Name  
Address  
Address  
Address  
Postcode

DATE

Dear «Name» (name of leaseholder/name of recognised tenants' association)

### LANDLORD'S NOTICE OF REASONS FOR AWARDING A CONTRACT TO CARRY OUT WORKS

Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

This notice is given following the statement of estimates issued on (insert date of notice of proposals). The consultation period in respect of the notice of proposals ended on (insert relevant date).

We have now entered into an agreement for provision of the (insert description of the works) first described in the notice of intention dated (insert date of notice of intention) with (name of chosen contractor).

Our reasons for doing so are (state reasons) (see Note 1 below)

or

A statement of our reasons for doing so may be inspected at (specify place and hours for inspection) (see Notes 1 and 2 below)

We did not receive within the consultation period any written observations in relation to the statement of estimates given on (insert date of notice of proposals) (see Note 3 below)

The written observations in relation to the proposals received during the consultation period may be summarised as follows: (insert summary of observations). Our response to the observations is (state response) (see Note 3 below)

or

A summary of the written observations received during the consultation period, together with our response to them may be inspected at (specify place and hours for inspection) (see Notes 2 and 3 below)

## Appendix C - Notification of Award of Contract - Qualifying Works

I attach for your information a leaflet which gives you more information on the Section 20 consultation process and explains the payment options available to you when you are invoiced for works carried out.

I hope this information is clear but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»  
insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible - Leaseholders only.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser - Leaseholders only.
- 3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).

Notes

1. Landlords do not need to send out this notice of reasons and summary/responses if:
  - a. the chosen contractor was nominated by a leaseholder, or
  - b. the chosen contractor was the person who submitted the lowest estimate.
2. Where a notice specifies a place and hours for inspection:
  - a. the place and hours so specified must be reasonable; and
  - b. copies of the documents must be available for inspection, free of charge, at that place and during those hours. If facilities to enable copies to be taken are not made available and at the times at which the documents may be inspected, the landlord shall provide to any leaseholder, on request and free of charge, a copy of the documents.
3. Where a landlord has received written observations within a consultation period in relation to a statement of estimates in relation to proposed works, he is required to summarise the observations and respond to them within a notice of his reasons for awarding a contract.

**Appendix C - Notification of Award of Contract - Qualifying Works**

Appendix J - Qualifying LTA – Services or Works - Notification of Proposals where Public Notice required

Name  
of the Current Homeowner  
Address\_Line\_1  
Address\_Line\_2  
Address\_Line\_3  
Address\_Line\_4  
Postcode

DATE

Dear (Name)

LANDLORD'S PROPOSAL TO ENTER INTO A CONTRACT FOR A QUALIFYING  
LONG-TERM AGREEMENT FOR WORKS/SERVICES  
Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

We wrote to you on (insert date) to let you know of our intention to enter into a new long-term agreement to make sure that your home is properly maintained. I am writing to inform you that, subject to your observations, we intend to enter into an agreement for the following works/services that relate to the building and/or estate (if applicable) that your property forms a part:

«insert description of works/services»

These works are considered necessary for the following reason/s:

«insert reason for the works/services»

We have now obtained estimates for these works. We approached No\_of\_Contractors\_Approached contractors to provide tenders and received No\_of\_Estimates\_Returned returns. We have shortlisted two contractors and enclose details, as required by law, on the attached Statement of Estimates. This includes your estimated contribution towards the work.

We currently propose to select Tender A.

**This Notice is the second stage in the process and does not mean that any works are due to take place on your building imminently. This process is to put in place the contracts, which will allow us to deliver our (insert description of contract here i.e. major and planned works) in the future, as part of our planned investment programme.**

**At the point we identify any works that are required to your building, there will be a further consultation notice when the programme is agreed, prior to commencement of any works (where the cost to you of the works would exceed the relevant threshold - currently £250). This will provide details of the proposed works and the estimated costs and you will again be invited to submit observations before the works are carried out.**

«Contact Name» As the proposed works/services affect the building that your property forms a part, you have the right to tell us what you think of the proposal. If you do have any observations, you should submit these in writing to the address below.  
Address\_Line\_1  
Address\_Line\_2  
Address\_Line\_3

All comments and observations must be received within 30 days from the date of this notice. Please note that the consultation period will end on S20\_30\_Day\_Expiration.

You can view the actual estimates and any supporting documentation at this office. If this isn't too large, we are happy, on request, to send you a copy. If this isn't practical, or you would like to see further evidence of the supporting documentation, you can make an appointment to inspect the priced specification, the estimates and all relevant documentation at this office from Monday to Friday between the hours of 9am-5pm. If you would like to arrange an appointment, please contact «insert name» beforehand on «telephone number».

Below is a summary of the written observations received during the consultation period of the Landlords Notice of Intent and a summary of our response.

No written observations were received during the consultation period.

I attach for your information a leaflet which gives you more information on the Section 20 consultation process and explains the payment options available to you when you are invoiced for works carried out.

I hope this is clear but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»

insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser.
- 3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).



# STATEMENT OF ESTIMATE

This Statement of Estimates provides detail of the two estimates short-listed from the tenders received. We presently propose to accept «Contractor A» as we believe that contractor offers the best value for money. We are unaware of any relationship as defined by SI 2003 No1987 Schedule 1 (5) (5) between the proposed contractor and Tamworth BC.

Your proportion of costs is calculated by distinguishing the amount rechargeable to your block and apportioning costs using the formula laid down in your lease agreement. Under the terms of your lease, you will be required to contribute approximately Percentage% towards these costs. Your contribution is also subject to a «10%» management fee.

## **TENDER A**

CONTRACTOR: Name of Contractor A of Address  
CONTRACT COST: £Value of Tender A inclusive of VAT  
CONSULTANT: Name of Consultant  
CONSULTANT'S RATE: £Professional fees inclusive of VAT  
CONTRACT COST (INCL): £Total Value of Tender A including Professional fees inclusive of VAT

Estimated cost of work to your block

Estimated Cost to Block: £Tender A Block Cost  
Estimated Cost to Block (incl): £Tender A Block Cost including Professional Fees  
Your total estimated cost: £Estimate A including Professional fees inclusive of VAT

Your estimated contribution (including management fee at 10 per cent management fee)

**£Estimate A including Professional Fees and Management Fee**

## **TENDER B**

CONTRACTOR: Name of Contractor B of Address  
CONTRACT COST: £Value of Tender B inclusive of VAT  
CONSULTANT: Name of Consultant  
CONSULTANT'S RATE: £Professional fees inclusive of VAT  
CONTRACT COST (INCL): £Total Value of Tender B including Professional fees inclusive of VAT

Estimated cost of work to your block

Estimated Cost to Block: £Tender B Block Cost  
Estimated Cost to Block (incl): £Tender B Block Cost including Professional Fees  
Your total estimated cost: £Estimate B including Professional fees inclusive of VAT

Your estimated contribution (including management fee at 10 per cent management fee)

**£Estimate B including Professional Fees and Management Fee**

Delete if not applicable Please note that as you are within the initial or reference period of your purchases under the Right to Buy or Right to Acquire scheme your contribution for these works is « S125\_Cap\_»

## Payment Options

It is recognised that charges arising from works can cause hardship and, although you are not required to pay anything on the enclosed estimate, an invoice will be sent to you once the works have been completed.

The invoice will be payable within 28 days therefore it is important that you begin to consider how you will finance your share of the costs. If you believe that you will not have sufficient funds to pay the invoice when it is sent the following options may be of assistance to you:

- 1) You could consider setting up a savings account in the interim that you can make regular payments into and those savings would normally earn you interest.
- 2) If you have a mortgage from a Building Society or Bank, you can approach them to extend your mortgage to cover the cost of the works.
- 3) You may want to investigate whether you can secure a loan with a lower rate of interest from a reputable external provider.
- 4) If you are on a low income (whether you are already in receipt of benefits or not), the charge may sufficiently increase your housing costs to qualify you for further assistance.
- 5) Leaseholders who have exercised their Right to Buy as a secure tenant within the last 10 years may have the Right to a Loan from their Local Authority under s450(A) of the Housing Act 1985 (as amended). It is only available for service charges relating to repairs, renewal and maintenance and if the demand is for more than £1,500 (value as at 1992, which is updated annually for inflation).

You will be sent the telephone numbers of those agencies that may be able to assist in assessing your situation when you are sent your invoice.

### Are you in debt and in need of advice?

For basic advice on debt, please contact insert name.

For specialist independent debt advice, you can call the National Debt helpline free on 0808 808 4000 Monday to Friday 9am to 9pm and Saturday 9.30am to 1pm. Or visit [www.nationaldebtline.co.uk](http://www.nationaldebtline.co.uk)

The National Debt line is a national telephone help line for people with debt problems. The service is free, confidential and independent. The service provides self-help advice to its callers and also produces booklets and fact sheets on managing debt. The service can also help callers with Debt Management Plans

# Comments and Observations Form

THIS FORM RELATES TO PROPOSED WORKS AND SHOULD BE RETURNED BEFORE THE END OF THE CONSULTATION PERIOD.

The consultation period for the proposed works ends on S20\_30\_Day\_Expiration.

If you would like to make any comments or observations about the work, please complete the section below and return it to us at:

«Contact Name»  
Address\_Line\_1  
Address\_Line\_2  
Address\_Line\_3  
Address\_Line\_4  
Postcode

Any comments or observations must reach us by S20\_30\_Day\_Expiration to be considered.

Scheme: «Scheme ref»  
Works: «insert description of works»

Works Ref: «works ref»  
Name: Name  
Address: «Property Address»

Comments/Observations
IF YOU NEED TO, PLEASE CONTINUE ON A SEPARATE SHEET OF PAPER

Name (please print):

Signed:

Contact Telephone Number:

Date:

# Quality of Works Feedback Form

THIS FORM RELATES TO ONGOING WORKS AND SHOULD NOT BE RETURNED BEFORE THE WORKS COMMENCE.

We want you to be happy with the quality of works we intend to carry out.

If you are therefore dissatisfied with any aspect of the works, please complete the section below and return it to us at:

«Contact Name»  
Address\_Line\_1  
Address\_Line\_2  
Address\_Line\_3  
Address\_Line\_4  
Postcode

It is important that you contact us at the earliest possible opportunity so the matter can be investigated promptly.

Scheme: Scheme ref  
Works: insert description of works

Works Ref: «works ref»  
Name: Name  
Address: «Property Address»

Comments	Location	Date of Observation

Name (please print):

Signed:

Contact Telephone Number:

This will only be used if we need to contact you for clarification.

Date:



## *Section 20 Consultation Explained*

### **Introduction**

Consultation around costs which affect Leaseholders can be a complicated subject. We have written this guidance in order to give you a better understanding of the legislation involved and processes Tamworth BC follows in order to carry out work or enter into long-term agreements with contractors.

Most properties will, at some point, need more than day-to-day maintenance work in order to remain in good condition. Some Leases will define exactly what Tamworth's obligations are in relation to carrying out 'major work' but in other circumstances Tamworth will make an informed decision on whether this work is required, which may involve third party consultants' professional opinions and recommendations.

### **What do you mean by 'Major Works'?**

We define Major Works as repair work which could not be accurately described as day-to-day maintenance and which would cost any one leaseholder more than the statutory threshold of £250. Examples could include the replacement of common parts lighting, re-decoration of internal common parts or a replacement roof.

### **What is Section 20?**

Section 20 is a specific part of housing law, namely, Section 20 of the Landlord & Tenant Act 1985 (amended by section 151 of the Commonhold & Leasehold Reform Act 2002). Under the terms of your lease, you must pay towards the cost of services or work to the building your home is in or the estate it is on. You do this by paying a service charge. Under Section 20, we must consult you about some of the work and services you must pay for.

### **What do you mean by 'Consultation' ?**

Tamworth BC is committed to involving our leaseholders in every stage of works which may affect their home. The consultation process is an invaluable opportunity to provide a two-way dialogue, which allows us to keep you informed of our plans, timescales and the costs involved in any work.

As well as the formal consultation under Section 20 that we are required to carry out, we aim to ensure you are involved in the following key stages:

- When the works are first planned
- Before the works start
- While the works are in progress
- When the works have been completed

### **When is Tamworth BC required to consult with me about work under Section 20?**

We must consult with leaseholders when one, or more, of the following conditions are met:

- If we plan to carry out work which will cost any one leaseholder more than £250. This includes repairs and maintenance to your building and estate.
- If we plan to enter into a long-term agreement (for more than 12 months) with outside contractors for work, supplies or services which will cost any

one leaseholder more than £100 a year. Examples include servicing contracts, responsive repairs contracts, planned maintenance contracts.

- If we plan to carry out work under a long-term agreement where the work will cost any one leaseholder more than £250.

### **How can I take part in the consultation?**

The consultation notices will contain information about what we plan to do, why it is necessary and also give you the opportunity to send us written comments about the proposals within 30 days. We must carefully consider any observations we receive from leaseholders during the consultation period and respond within 21 days.

### **How are leaseholders consulted about work Tamworth BC wishes to do under a long-term agreement ?**

We will carry out work or provide a service that is covered under a long-term agreement with a contractor, for example day-to-day repairs, planned maintenance works. We will have consulted with you about the original agreement, perhaps some years ago, but we must consult with you again if we are going to do work using a long-term agreement. You will be able to comment on the work but you will not be able to nominate a contractor because we have already chosen one.

### **Does Tamworth BC have any long-term agreements in place currently?**

Yes, we have a long-term agreement for planned maintenance works with the Wates Group and one with Engie for day-to-day repairs, which includes those to communal areas. These agreements are for 10 years and started on 1<sup>st</sup> April 2020. We consulted with you on the agreements in 2019.

If we are intending to do work under either of these agreements, that will cost any one leaseholder more than £250, we will always consult with you on specific works planned.

### **Why are you doing such large contracts - couldn't you just consult my individual building?**

Procuring individual works contracts causes delays and can add substantial costs. It also brings greater uncertainty on tender rates in a changing market. These long-term agreements should allow us to better use our purchasing power to secure more competitive rates and provide greater cost certainty and stability over time.

### **Can I nominate my own contractor?**

In some circumstances you will have the right to nominate a contractor to tender for the works. This does not apply to in cases where we have to advertise contracts by way of public notice. We will advise you in the relevant notice if you are able to nominate a contractor.

We will try to obtain a quote from a nominated contractor. However, it should be noted that we will need proposed contractors to meet certain requirements before being considered. The nominated contractor should be able to provide evidence of public liability insurance, a valid tax exemption certificate, confirmation of VAT status, and copies of their health and safety policy. We may also ask for evidence of experience carrying out similar kinds of work and references. In some cases, we may also need to assess credit records.

**What is a 'public notice'?**

Sometimes the value of a contract, we intend to enter into, will exceed the set procurement threshold of £5,372,609 for Works or £214,904 for Supplies and Services. In this circumstance Tamworth must issue a public notice, which allows tenders to be invited from contractors from across the UK.

**What is a 'Notice of Intention'?**

This is a formal letter which we send to you, which specifically outlines the nature of the work or service we plan to carry out. Once a 30 day consultation period has expired a 'Notice of Estimate' or 'Notice of Proposal' (in the case of services, rather than works) is sent to you outlining what costs we expect in relation to the work.

**What is a 'Notice of Estimate' or 'Notice of Proposal' ?**

This is a formal letter which sets out the details of the winning and second place contractors/service providers, details of the works/services as well as estimated costs.

**How long will consultation take?**

There are a few different scenarios which can be followed which relate to the four schedules for differing Section 20 Consultation processes and it will depend to some extent, which route Tamworth is taking, but in general a typical consultation process may take around three to four months.

**What happens if Tamworth BC doesn't consult with its leaseholders?**

If we do not follow the regulations, we are limited to how much we can charge you for the work or service. Currently, the limits are £250 per item of repair works and £100 for services that we provide under a long-term agreement. In certain circumstances, we can apply to the First tier Tribunal (FtT) for 'dispensation'. If the FtT give us dispensation, we would not have to follow the rules fully. However, we would have to satisfy the FtT that we had taken all reasonable steps to make leaseholders aware of our plans or that the situation was an emergency.

**Where can I get further independent advice?**

There are many reliable and accurate resources available online. The Leasehold Advisory Service (LEASE) and Citizens Advice both provide independent advice. LEASE is an independent organisation set-up by Government to provide impartial advice and around matters concerning Leaseholders (<http://www.leaseadvice.org/>).

If you prefer to talk to someone in person you may like to visit your local Citizens Advice Centre.

**Appendix H**  
**Stage 3 - Award of contract - long-term agreement**

Name  
Address  
Address  
Address  
Postcode

DATE

Dear «Name»

**LANDLORD'S NOTICE OF REASONS FOR MAKING A LONG-TERM AGREEMENT**  
Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

This notice is given following the consultation with leaseholders on a notice of proposals to enter into a long-term agreement issued on (insert date of notice of proposals). The consultation period in respect of the notice of proposals ended on (insert relevant date).

We have now entered into an agreement for provision of the (insert description of the goods/services/works) first described in the notice of intention dated (insert date of notice of intention) with (name of chosen contractor).

Our reasons for doing so are (state reasons) (see Note 1 below)

or

A statement of our reasons for doing so may be inspected at (specify place and hours for inspection) (see Notes 1 and 2 below)

We did not receive within the consultation period any written observations in relation to the notice of proposals given on (insert date of notice of proposals) (see Note 3 below)

The written observations in relation to the proposals received during the consultation period may be summarised as follows: (insert summary of observations). Our response to the observations is (state response) (see Note 3 below)

or

A summary of the written observations received during the consultation period, together with our response to them may be inspected at (specify place and hours for inspection) (see Notes 2 and 3 below)

## Appendix H

### Stage 3 - Award of contract - long-term agreement

I attach for your information a leaflet which gives you more information on the Section 20 consultation process and explains the payment options available to you when you are invoiced for works carried out.

I hope this information is useful but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»  
insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible - Leaseholders only.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser - Leaseholders only.
- 3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).

Notes

1. Landlords do not need to send out this notice of reasons and summary/responses if:
  - a. the chosen contractor was nominated by a leaseholder, or
  - b. the chosen contractor was the person who submitted the lowest estimate.
2. Where a notice specifies a place and hours for inspection:
  - a. the place and hours so specified must be reasonable; and
  - b. copies of the documents must be available for inspection, free of charge, at that place and during those hours. If facilities to enable copies to be taken are not made available and at the times at which the documents may be inspected, the landlord shall provide to any leaseholder, on request and free of charge, a copy of the documents.
3. Where a landlord has received written observations within a consultation period in relation to a notice of proposals to enter into a long-term agreement,

## **Appendix H**

### **Stage 3 - Award of contract - long-term agreement**

he is required to summarise the observations and respond to them within a notice of his reasons for making the agreement or specify the place and hours at which that summary and response may be inspected.

Appendix F Long Term Qualifying Agreement - Notice of Intention

Name  
Address\_Line\_1  
Address\_Line\_2  
Address\_Line\_3  
Address\_Line\_4  
Postcode

DATE

Dear «Name»

LANDLORD’S NOTICE OF INTENT TO ENTER INTO A CONTRACT FOR A  
QUALIFYING LONG-TERM AGREEMENT FOR SERVICES  
Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

I am writing to inform you that Tamworth BC intends to enter into an agreement for services that relate to the building and/or estate (if applicable) that your property forms a part:

«insert description of /services»

These services are considered necessary for the following reason/s:

«insert reason for the /services»

As the proposed services affect the building or estate that your property forms a part and under the terms of your lease, or tenancy agreement you have an obligation to contribute towards the cost of these services, you have the right to tell us what you think of the proposal. If you do have any observations, you should submit these in writing to the address below.

«Contact Name»  
Address\_Line\_1  
Address\_Line\_2

Please note that this is the first stage of consultation and estimates for these services will not be known until the contract is tendered. You will be notified of your individual estimated contribution during the second phase of consultation.

You also have the right to nominate a person or organisation that you would like us to approach for a tender. Please note that any nominated contractor that we approach may be rejected if they do not meet the reasonable requirements of Tamworth BC's Procurement Policy which include:

The contractor should be able to provide evidence of public liability insurance, a valid tax exemption certificate, confirmation of VAT status, and copies of their health and safety policy. We may also ask for evidence of experience carrying out similar kinds of work and references. In some cases, we may also need to assess credit records.

All comments, observations and or nominations must be received within 30 days from the date of this notice. Please note that the consultation period will end on S20\_30\_Day\_Expiration.

I attach for your information a leaflet which gives you more information on the Section 20 consultation process and explains the payment options available to you when you are invoiced for works carried out.

I hope this information is useful but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»  
insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible - Leaseholders only.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser - Leaseholders only.
- 3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).



# Comments, Observations & Nominations Form

THIS FORM RELATES TO PROPOSED WORKS/SERVICES AND SHOULD BE RETURNED BEFORE THE END OF THE CONSULTATION PERIOD.

The consultation period for the proposed works ends on S20\_30\_Day\_Expiration. If you would like to make any comments or observations about the work, please complete the section below and return it to us at:

«Contact Name»  
Address\_Line\_1  
Address\_Line\_2  
Address\_Line\_3  
Address\_Line\_4  
Postcode

Any comments or observations must reach us by S20\_30\_Day\_Expiration to be considered.

Scheme: «Scheme ref»  
Works: «insert description of works»

Works Ref: «works ref»  
Name: Name  
Address: «Property Address»

Comments/Observations

--

IF YOU NEED TO, PLEASE CONTINUE ON A SEPARATE SHEET OF PAPER

I would like to nominate a Contractor to bid for this work. The name and full address of the Company/person is:

--

Name (please print):

Signed:

Contact Telephone Number:

Date:

## Appendix E - Notification of Proposed Contract - Qualifying Works where Public Notice required

NAME  
ADDRESS  
ADDRESS  
ADDRESS  
POSTCODE

DATE

Dear «Name»

### LANDLORD'S PROPOSAL TO ENTER INTO A CONTRACT FOR QUALIFYING WORKS

Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

I am writing to inform you further to our letter of (insert date) that we intend to enter into an agreement for the following works that relate to the building and/or estate (if applicable) that your property forms a part. The consultation period in respect of the notice of intention ended on (insert date):

«insert description of works»

These works are considered necessary for the following reason/s:

«insert reason for the works»

We have now obtained estimates for these works. We approached No\_of\_Contractors\_Approached contractors to provide tenders and received No\_of\_Estimates\_Returned returns. We have shortlisted **two** contractors and enclose details, as required by law, on the attached Statement of Estimates. This includes your estimated contribution towards the work.

We currently propose to select **Tender A**.

You can view the actual estimates and any supporting documentation at this office. If this isn't too large, we are happy, on request, to send you a copy. If this isn't practical, or you would like to see further evidence of the supporting documentation, you can make an appointment to inspect the priced specification, the estimates and all relevant documentation at this office from Monday to Friday between the hours of 9am-5pm. If you would like to arrange an appointment, please contact «insert name» beforehand on «telephone number».

## **Appendix E - Notification of Proposed Contract - Qualifying Works where Public Notice required**

Please note that this is not a demand for payment. An invoice for these works will only be produced on practical completion of these works.

Below is a summary of the written observations received during the consultation period of the Landlords Notice of Intent and a summary of our response.

No written observations were received during the consultation period.

I attach for your information a leaflet which gives you more information on the Section 20 consultation process and explains the payment options available to you when you are invoiced for works carried out.

I hope this is clear but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»  
insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser.
- 3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).

**Appendix E - Notification of Proposed Contract - Qualifying Works  
where Public Notice required**

**Appendix E - Notification of Proposed Contract - Qualifying Works  
where Public Notice required**

**STATEMENT OF ESTIMATE**

This Statement of Estimates provides detail of the two estimates short-listed from the tenders received. We presently propose to accept «Contractor A» as we believe that contractor offers the best value for money. We are unaware of any relationship as defined by SI 2003 No1987 Schedule 1 (5) (5) between the proposed contractor and members of Tamworth BC or its subsidiaries.

Your proportion of costs is calculated by distinguishing the amount rechargeable to your block and apportioning costs using the formula laid down in your lease agreement. Under the terms of your lease, you will be required to contribute approximately Percentage% towards these costs. Your contribution is also subject to a «10%» management fee.

**TENDER A**

CONTRACTOR: Name of Contractor A of Address  
CONTRACT COST: £Value of Tender A inclusive of VAT  
CONSULTANT: Name of Consultant  
CONSULTANT'S RATE: £Professional fees inclusive of VAT  
CONTRACT COST (INCL): £Total Value of Tender A including Professional fees inclusive of VAT

Estimated cost of work to your block

Estimated Cost to Block: £Tender A Block Cost  
Estimated Cost to Block (incl): £Tender A Block Cost including Professional Fees  
Your total estimated cost: £Estimate A including Professional fees inclusive of VAT

Your estimated contribution (including management fee at 10 per cent management fee)

**£Estimate A including Professional Fees and Management Fee**

## **Appendix E - Notification of Proposed Contract - Qualifying Works where Public Notice required**

### **TENDER B**

CONTRACTOR: Name of Contractor B of Address  
CONTRACT COST: £Value of Tender B inclusive of VAT  
CONSULTANT: Name of Consultant  
CONSULTANT'S RATE: £Professional fees inclusive of VAT  
CONTRACT COST (INCL): £Total Value of Tender B including Professional fees inclusive of VAT

Estimated cost of work to your block

Estimated Cost to Block: £Tender B Block Cost  
Estimated Cost to Block (incl): £Tender B Block Cost including Professional Fees  
Your total estimated cost: £Estimate B including Professional fees inclusive of VAT

Your estimated contribution (including management fee at 10 per cent management fee)

**£Estimate B including Professional Fees and Management Fee**

**Appendix E - Notification of Proposed Contract - Qualifying Works where Public Notice required**

Delete if not applicable Please note that as you are within the initial or reference period of your purchases under the Right to Buy or Right to Acquire scheme your contribution for these works is < S125\_Cap\_ >



## **Appendix E - Notification of Proposed Contract - Qualifying Works where Public Notice required**

### **Payment Options**

It is recognised that charges arising from works can cause hardship and, although you are not required to pay anything on the enclosed estimate, an invoice will be sent to you once the works have been completed. If you contribute to a reserve or provision (sinking fund) for these types of works your payment amount will be reduced by that amount.

The invoice will be payable within 28 days therefore important that you begin to consider how you will finance your share of the costs. If you believe that you will not have sufficient funds to pay the invoice when it is sent the following options may be of assistance to you:

- 1) You could consider setting up a savings account in the interim that you can make regular payments into and those savings would normally earn you interest.
- 2) If you have a mortgage from a Building Society or Bank, you can approach them to extend your mortgage to cover the cost of the works.
- 3) You may want to investigate whether you can secure a loan with a lower rate of interest from a reputable external provider.
- 4) If you are on a low income (whether you are already in receipt of benefits or not), the charge may sufficiently increase your housing costs to qualify you for further assistance.

You will be sent the telephone numbers of those agencies that may be able to assist in assessing your situation when you are sent your invoice.

#### **Are you in debt and in need of advice?**

For basic advice on debt, please contact insert name.

For specialist independent debt advice, you can call the National Debt helpline free on 0808 808 4000 Monday to Friday 9am to 9pm and Saturday 9.30am to 1pm. Or visit [www.nationaldebtline.co.uk](http://www.nationaldebtline.co.uk)

The National Debt line is a national telephone help line for people with debt problems. The service is free, confidential and independent. The service provides self-help advice to its callers and also produces booklets and fact sheets on managing debt. The service can also help callers with Debt Management Plans



**Appendix E - Notification of Proposed Contract - Qualifying Works  
where Public Notice required**

Name (please print):

Signed:

Contact Telephone Number:

Date:

**Appendix E - Notification of Proposed Contract - Qualifying Works where Public Notice required**

**Quality of Works Feedback Form**

THIS FORM RELATES TO ONGOING WORKS AND SHOULD NOT BE RETURNED BEFORE THE WORKS COMMENCE.

We want you to be happy with the quality of works we intend to carry out.

If you are therefore dissatisfied with any aspect of the works, please complete the section below and return it to us at:

«Contact Name»  
Address\_Line\_1  
Address\_Line\_2  
Address\_Line\_3  
Address\_Line\_4  
Postcode

It is important that you contact us at the earliest possible opportunity so the matter can be investigated promptly.

Scheme: Scheme ref  
Works: insert description of works

Works Ref: «works ref»  
Name: Name  
Address: «Property Address»

Comments	Location	Date of Observation

**Appendix E - Notification of Proposed Contract - Qualifying Works  
where Public Notice required**

Name (please print):

Signed:

Contact Telephone Number:

This will only be used if we need to contact you for clarification.

Date:

## Appendix G - Qualifying LTA or Works - Notification of Proposals

Name  
or the Current Homeowner  
Address\_Line\_1  
Address\_Line\_2  
Address\_Line\_3  
Address\_Line\_4  
Postcode

DATE

Dear (name)

LANDLORD'S PROPOSAL TO ENTER INTO A CONTRACT FOR A QUALIFYING  
LONG-TERM AGREEMENT FOR WORKS/SERVICES  
Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

I am writing to inform you further to our letter of insert date that subject to your observations we intend to enter into an agreement for the following works/services that relate to the building and/or estate (if applicable) that your property forms a part:

«insert description of works/services»

These works/services are considered necessary for the following reason/s:

«insert reason for the works»

We have now obtained estimates for these works/services. We approached No\_of\_Contractors\_Approached contractors to provide tenders and received No\_of\_Estimates\_Returned returns. We have shortlisted two contractors and enclose details, as required by law, on the attached Statement of Estimates. This includes your estimated contribution towards the work.

We currently propose to select Tender A.

**This Notice is the second stage in the process and does not mean that any works are due to take place on your building imminently. This process is to put in place the contracts which will allow us to deliver our (insert description of contract here i.e. major and planned works) in the future, as part of our planned investment programme.**

**At the point we identify any works that are required to your building, there will be a further consultation notice when the**

**programme is agreed, prior to commencement of any works (where the cost to you of the works would exceed the relevant threshold - currently £250). This will provide details of the proposed works and the estimated costs and you will again be invited to submit observations before the works are carried out.**

«Contact Name»	As the proposed works affect the building
Address_Line_1	that your property forms a part, you have the
Address_Line_2	right to tell us what you think of the proposal.
Address_Line_3	If you do have any observations, you should
Address_Line_4	submit these in writing to the address below.
Postcode	

All comments and observations must be received within 30 days from the date of this notice. Please note that the consultation period will end on S20\_30\_Day\_Expiration.

### **TENDER A**

CONTRACTOR:	Name of Contractor A of Address
CONTRACT COST:	£Value of Tender A inclusive of VAT
CONSULTANT:	Name of Consultant
CONSULTANT'S RATE:	£Professional fees inclusive of VAT
CONTRACT COST (INCL):	£Total Value of Tender A including Professional fees inclusive of VAT

Estimated cost of work to your block

Estimated Cost to Block:	£Tender A Block Cost
Estimated Cost to Block (incl):	£Tender A Block Cost including Professional Fees
Your total estimated cost:	£Estimate A including Professional fees inclusive of VAT

Your estimated contribution (including management fee at 10 per cent management fee)

**£Estimate A including Professional Fees and Management Fee**

## **TENDER B**

CONTRACTOR: Name of Contractor B of Address

CONTRACT COST: £Value of Tender B inclusive of VAT

CONSULTANT: Name of Consultant

CONSULTANT'S RATE: £Professional fees inclusive of VAT

CONTRACT COST (INCL): £Total Value of Tender B including Professional fees inclusive of VAT

Estimated cost of work to your block

Estimated Cost to Block: £Tender B Block Cost

Estimated Cost to Block (incl): £Tender B Block Cost including Professional Fees

Your total estimated cost: £Estimate B including Professional fees inclusive of VAT

Your estimated contribution (including management fee at 10 per cent management fee)

### **£Estimate B including Professional Fees and Management Fee**

You can view the actual estimates and any supporting documentation at this office. If this isn't too large, we are happy, on request, to send you a copy. If this isn't practical, or you would like to see further evidence of the supporting documentation, you can make an appointment to inspect the priced specification, the estimates and all relevant documentation at this office from Monday to Friday between the hours of 9am-5pm. If you would like to arrange an appointment, please contact «insert name» beforehand on «telephone number».

Please note that this is not a demand for payment. An invoice for these works will only be produced on practical completion of these works.



Below is a summary of the written observations received during the consultation period of the Landlords Notice of Intent and a summary of our response.

No written observations were received during the consultation period.

I attach for your information a leaflet which gives you more information on the Section 20 consultation process and explains the payment options available to you when you are invoiced for works carried out.

I hope this is clear but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»  
insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser.
- 3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).

## STATEMENT OF ESTIMATE

This Statement of Estimates provides detail of the two estimates short-listed from the tenders received. We presently propose to accept «Contractor A» as we believe that contractor offers the best value for money. We are unaware of any relationship as defined by SI 2003 No1987 Schedule 1 (5) (5) between the proposed contractor and members of Tamworth BC or its subsidiaries.

Your proportion of costs is calculated by distinguishing the amount rechargeable to your block and apportioning costs using the formula laid down in your lease agreement. Under the terms of your lease, you will be required to contribute approximately Percentage% towards these costs. Your contribution is also subject to a «10%» management fee.

Delete if not applicable Please note that as you are within the initial or reference period of your purchases under the Right to Buy or Right to Acquire scheme your contribution for these works is « S125\_Cap\_»

## Payment Options

It is recognised that charges arising from works can cause hardship and, although you are not required to pay anything on the enclosed estimate, an invoice will be sent to you once the works have been completed.

The invoice will be payable within 28 days therefore it is important that you begin to consider how you will finance your share of the costs. If you believe that you will not have sufficient funds to pay the invoice when it is sent the following options may be of assistance to you:

- 1) You could consider setting up a savings account in the interim that you can make regular payments into and those savings would normally earn you interest.
- 2) If you have a mortgage from a Building Society or Bank, you can approach them to extend your mortgage to cover the cost of the works.
- 3) You may want to investigate whether you can secure a loan with a lower rate of interest from a reputable external provider.
- 4) If you are on a low income (whether you are already in receipt of benefits or not), the charge may sufficiently increase your housing costs to qualify you for further assistance.
- 5) Leaseholders who have exercised their Right to Buy as a secure tenant within the last 10 years may have the Right to a Loan from their Local Authority under s450(A) of the Housing Act 1985 (as amended). It is only available for service charges relating to repairs, renewal and maintenance and if the demand is for more than £1,500 (value as at 1992, which is updated annually for inflation).

You will be sent the telephone numbers of those agencies that may be able to assist in assessing your situation when you are sent your invoice.

### Are you in debt and in need of advice?

For basic advice on debt, please contact insert name.

For specialist independent debt advice, you can call the National Debt helpline free on 0808 808 4000 Monday to Friday 9am to 9pm and Saturday 9.30am to 1pm. Or visit [www.nationaldebtline.co.uk](http://www.nationaldebtline.co.uk)

The National Debt line is a national telephone help line for people with debt problems. The service is free, confidential and independent. The service provides self-help advice to its callers and also produces booklets and fact sheets on managing debt. The service can also help callers with Debt Management Plans



Name (please print):

Signed:

Contact Telephone Number:

Date:

# Quality of Works Feedback Form

THIS FORM RELATES TO ONGOING WORKS AND SHOULD NOT BE RETURNED BEFORE THE WORKS COMMENCE.

We want you to be happy with the quality of works we intend to carry out.

If you are therefore dissatisfied with any aspect of the works, please complete the section below and return it to us at:

«Contact Name»  
Address\_Line\_1  
Address\_Line\_2  
Address\_Line\_3  
Address\_Line\_4  
Postcode

It is important that you contact us at the earliest possible opportunity so the matter can be investigated promptly.

Scheme: Scheme ref  
Works: insert description of works

Works Ref: «works ref»  
Name: Name  
Address: «Property Address»

Comments	Location	Date of Observation

Name (please print):

Signed:

Contact Telephone Number:

This will only be used if we need to contact you for clarification.

Date:



## Appendix K - Notice of Intention - Qualifying Works under a Qualifying Long-Term Agreement

NAME  
ADDRESS  
ADDRESS  
ADDRESS  
POSTCODE

DATE

Dear «Name» (name of leaseholder/name of recognised tenants' association)

LANDLORD'S NOTICE OF INTENT TO ENTER INTO A CONTRACT FOR A  
QUALIFYING WORKS UNDER A QUALIFYING LONG-TERM AGREEMENT  
Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

I am writing to inform you that Tamworth BC intends to carry out works under an existing long-term agreement previously consulted upon with **insert name of contractor**. The works relate to the building and/or estate (if applicable) that your property forms a part and we are required to consult with you on these works:

**insert description of the works**

These works are considered necessary for the following reason/s:

**insert reason for the works**

We estimate the total amount of expenditure likely to be incurred on or in connection with the proposed works is **insert estimated figure**.

As the proposed services affect the building or estate that your property forms a part and under the terms of your lease, you have an obligation to contribute towards the cost of these services, you have the right to tell us what you think of the proposal. If you do have any observations, you should submit these in writing to the address below.

All comments, observations and or nominations must be received within 30 days from the date of this notice. Please note that the consultation period will end on S20\_30\_Day\_Expiration.

## **Appendix K - Notice of Intention - Qualifying Works under a Qualifying Long-Term Agreement**

I attach for your information a leaflet which gives you more information on the Section 20 consultation process and explains the payment options available to you when you are invoiced for works carried out.

I hope this information is clear but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»  
insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible - Leaseholders only.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser - Leaseholders only.
- 3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).

Notes

- 1) Section 20 of the Landlord and Tenant Act 1985 (as amended) provides that a landlord must consult leaseholders who are required under the terms of their leases to contribute to costs incurred under qualifying works, where the contribution of any one leaseholder will exceed £250.
- 2) Where a notice specifies a place and hours for inspection:
  - a. the place and hours so specified must be reasonable; and
  - b. a description of the proposed works must be available for inspection, free of charge, at that place and during those hours. If facilities to enable copies to be taken are not made available at the times at which the description may be inspected, the landlord shall provide to any leaseholder, on request and free of charge, a copy of the description.
- 3) The landlord has a duty to have regard to written observations made within the consultation period by any leaseholder or recognised tenants' association. 'Recognised tenants' association' is defined by Section 29 of the 1985 Act.

## Appendix K - Notice of Intention - Qualifying Works under a Qualifying Long-Term Agreement

### Comments & Observations Form

THIS FORM RELATES TO PROPOSED WORKS/SERVICES AND SHOULD BE RETURNED BEFORE THE END OF THE CONSULTATION PERIOD.

The consultation period for the proposed works ends on S20\_30\_Day\_Expiration. If you would like to make any comments or observations about the work, please complete the section below and return it to us at:

«Contact Name»  
Address\_Line\_1  
Address\_Line\_2  
Address\_Line\_3  
Address\_Line\_4  
Postcode

Any comments or observations must reach us by S20\_30\_Day\_Expiration to be considered.

Scheme: «Scheme ref»  
Works: «insert description of works»

Works Ref: «works ref»  
Name: Name  
Address: «Property Address»

Comments/Observations
-----------------------

**Appendix K - Notice of Intention - Qualifying Works under a Qualifying Long-Term Agreement**

IF YOU NEED TO, PLEASE CONTINUE ON A SEPARATE SHEET OF PAPER

Name (please print):

Signed:

Contact Telephone Number:

Date:

Appendix I - Qualifying LTA or Works - Pre Tender Consultation where Public Notice is required

Name  
of the Current Homeowner  
Address\_Line\_1  
Address\_Line\_2  
Address\_Line\_3  
Address\_Line\_4  
Postcode

DATE

Dear «Name»

LANDLORD'S NOTICE OF INTENT TO ENTER INTO A CONTRACT FOR A  
QUALIFYING LONG-TERM AGREEMENT FOR WORKS/SERVICES  
Statutory Instrument 2003 No.1987 of the Commonhold and Leasehold Reform Act 2002

Works ref	Scheme ref	Property Ref	Property Address
«works ref»	«Scheme ref»	«Property Ref»	«Property Address»

I am writing to inform you that Tamworth BC intends to enter into an agreement for works/services that relate to the building and/or estate (if applicable) that your property forms a part:

«insert description of works/services»

These works/services are considered necessary for the following reason/s:

«insert reason for the works »

As the proposed works affect the building or estate that your property forms a part and under the terms of your lease you have an obligation to contribute towards the cost of these works or services, you have the right to tell us what you think of the proposal. If you do have any observations, you should submit these in writing to the address below.

**Please note that this is the first stage of consultation and estimates for these works will not be known until the contract is tendered. You will be notified of the details of the cost proposals received from contractors that have tendered for the work during the second phase of consultation.**

You do not have the right to nominate a person or organisation for us to approach for a tender as the value of this contract is above limits that under UK legislation require us to advertise the contract using the Find A Tender service.

All comments and observations must be received within 30 days from the date of this notice. Please note that the consultation period will end on S20\_30\_Day\_Expiration.

Please find enclosed a leaflet that gives you more information on the Section 20 Consultation process. I hope this is helpful but if you require any further clarification, please do not hesitate to contact insert name on «telephone number».

Yours sincerely,

«insert name»  
insert job title

Please Note:

- 1) If you are not the legal owner of this property, please forward this Notice to them as soon as possible.
- 2) If you are in the process of selling your home, you should give a copy of this Notice to the prospective purchaser.
- 3) This notice is issued pursuant to s20 of the Landlord and Tenant Act 1985 (as amended by, but not limited to the Landlord and Tenant Act 1987 and the Commonhold and Leasehold Reform Act 2002).

# Comments and Observations Form

THIS FORM RELATES TO PROPOSED WORKS/SERVICES AND SHOULD BE RETURNED BEFORE THE END OF THE CONSULTATION PERIOD.

The consultation period for the proposed works ends on S20\_30\_Day\_Expiration. If you would like to make any comments or observations about the work, please complete the section below and return it to us at:

«Contact Name»  
Address\_Line\_1  
Address\_Line\_2  
Address\_Line\_3  
Address\_Line\_4  
Postcode

Any comments or observations must reach us by S20\_30\_Day\_Expiration to be considered.

Scheme: «Scheme ref»  
Works: «insert description of works»

Works Ref: «works ref»  
Name: Name  
Address: «Property Address»

Comments/Observations

--

IF YOU NEED TO, PLEASE CONTINUE ON A SEPARATE SHEET OF PAPER

Name (please print):

Signed:

Contact Telephone Number:

Date:



# Community Impact Assessment

Part 1 – Details		
What Policy/ Procedure/ Strategy/Project/Service is being assessed?	Strategic Review of Leasehold Service Charges	
Date Conducted	August 2024	
Name of Lead Officer and Service Area	Paul Weston Assets	
Commissioning Team (if applicable)		
Director Responsible for project/service area	Executive Director, Communities	
Who are the main stakeholders	Leaseholders	
Describe what consultation has been undertaken. Who was involved and what was the outcome	A working group under the Corporate Scrutiny Committee was established to oversee a strategic review of Leaseholder Service Charges.	
Outline the wider research that has taken place (E.G. commissioners, partners, other providers etc)	Under the Leaseholder Working Group an external consultant was appointed to review the data and information, to engage with Leaseholders and undertake a technical assessment.	
What are you assessing? Indicate with an 'x' which applies	A decision to review or change a service	<input checked="" type="checkbox"/>
	A Strategy/Policy/Procedure	<input checked="" type="checkbox"/>
	A function, service or project	<input checked="" type="checkbox"/>
What kind of assessment is it? Indicate with an 'x' which applies	New	<input type="checkbox"/>
	Existing	<input checked="" type="checkbox"/>
	Being reviewed	<input checked="" type="checkbox"/>
	Being reviewed as a result of budget	<input type="checkbox"/>

	constraints / End of Contract	
--	-------------------------------	--

## Part 2 – Summary of Assessment

Give a summary of your proposal and set out the aims/ objectives/ purposes/ and outcomes of the area you are impact assessing.

A decision was made at Full Council that a strategic level review of Leaseholder Service Charges should be carried out following the issue of a number of consultation notices. The review was aimed at establishing the legality and legitimacy of service charges, the process taken in relation to consultation and the nature of communications with Leaseholders.

Who will be affected and how?

The policy will impact on all Leaseholders in Council blocks.

Are there any other functions, policies or services linked to this impact assessment?

Yes  No

If you answered 'Yes', please indicate what they are?

Council Housing Repairs Policy  
Tenancy Agreement  
Complaints Policy

## Part 3 – Impact on the Community

Thinking about each of the Areas below, does or could the Policy function, or service have a direct impact on them?

Impact Area	Yes	No	Reason (provide brief explanation )
Age	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Elderly Leaseholders are more likely to be on a fixed income and may struggle to meet the financial obligations</p>

			<p>of Leasehold Service Charges.</p> <p>People in this group may need more support in understanding the service charge process.</p>
Disability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.</p> <p>People in this group may need more support in understanding the service charge process.</p>
Gender Reassignment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.</p>
Marriage and Civil Partnership	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the</p>

			general financial impact that would apply to all groups.
Pregnancy & Maternity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord. Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.
Race	<input type="checkbox"/>	<input checked="" type="checkbox"/>	This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.  Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups. Consideration needs to be given to ensuring that notices comply with the Council's approach to written communication with people who don't have English as their first language.
Religion or belief	<input type="checkbox"/>	<input checked="" type="checkbox"/>	This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.  Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.
Sexual orientation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	This review only affects those people with a Leasehold

			<p>property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.</p>
Sex	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p>
Gypsy/Travelling Community	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p>
Those with caring/dependent responsibilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.</p>
Those having an offending past	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.</p>
Children	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth</p>

			<p>Borough Council is the Landlord.</p> <p>Children couldn't be Leaseholders in their own right.</p>
Vulnerable Adults	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>People in this group may need more support in understanding the service charge process.</p>
Families	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.</p>
Those who are homeless	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>People who are homeless would not be Leaseholders.</p>
Those on low income	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Leaseholders in this group are more likely to be on a fixed income and may</p>

			struggle to meet the financial obligations
Those with drug or alcohol problems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.</p>
Those with mental health issues	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.</p>
Those with physical health issues	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.</p>
Social inclusion Please include refugees and asylum seekers,	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.</p> <p>Service charges would not adversely impact on people in this group beyond the</p>

			general financial impact that would apply to all groups.
Social inclusion: Armed Forces The Armed Forces Covenant is a pledge that together we acknowledge and understand that those who have served in the armed forces, and their families, should be treated with fairness and respect and any impact should be considered	<input type="checkbox"/>	<input checked="" type="checkbox"/>	This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.  Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.
Health and Wellbeing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	This review only affects those people with a Leasehold property where Tamworth Borough Council is the Landlord.  Service charges would not adversely impact on people in this group beyond the general financial impact that would apply to all groups.
Climate Change	<input type="checkbox"/>	<input checked="" type="checkbox"/>	This review in and of itself would not have any impact on climate change although works completed that lead to service charges may.

#### **Part 4 – Risk Assessment**

**From evidence given from previous question, please detail what measures or changes will be put in place to mitigate adverse implications. this includes climate change considerations**

**This is the section in which to please outline any actions to mitigate negative or enhance positive impacts in terms of economic, environmental or wider societal considerations, and actions to review and monitor the overall impact of the change accordingly.**

Impact Area	Details of the Impact	Action to reduce risk
Financial	People in some groups are likely to have limited and/or fixed incomes and financial means.	Any future policy will need to consider payment mechanisms to support people in these groups so far as is practicable.



	People falling into these categories may struggle to meet the financial commitments of Leasehold ownership.	
Understanding	Notices can be complex and some people may need additional support in understanding what is being communicated to them and being asked of them.	The new processes/policy will include updated notice letters that have been simplified and set out in a much clearer manner.  Additional resourcing may be required to provide more 'hands on' support to Leaseholders.

**Part 5 - Action Plan and Review**

Detail in the plan below, actions that you have identified in your Community Impact Assessment, which will eliminate discrimination, advance equality of opportunity and/or foster good relations.

If you are unable to eliminate or reduce negative impact on any of the impact areas, you should explain why

Impact (positive or negative) identified	Action	Person(s) responsible	Target date	Required outcome
Finances	Any policy will need to take account of individual financial circumstances and make provision to agree payment terms that compliant with financial regulations whilst meeting Leaseholder expectations so far as possible.	AD Assets/AD Finance	TBA	Clear financial policy that sets out payment options for Leaseholders.

Date of Review (If applicable) .....

Guidance and form updated July 2023 following CMT approval.

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank



By virtue of paragraph(s) 4 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank