**Wimbledon Park**

**Co-operative Ltd**

**Schedules to the Modular Management Agreement**

**March 2015**

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| **Postal Address** | | | |  | **Tenure** |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
| 1 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 2 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 3 | Allenswood | Albert Drive | Southfields | SW19 6JX | Tenancy |
| 4 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 5 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 6 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 7 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 8 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 9 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 10 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 11 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 12 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 13 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 14 | Allenswood | Albert Drive | Southfields | SW19 6JX | Tenancy |
| 15 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 16 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 17 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 18 | Allenswood | Albert Drive | Southfields | SW19 6JX | Tenancy |
| 19 | Allenswood | Albert Drive | Southfields | SW19 6JX | Tenancy |
| 20 | Allenswood | Albert Drive | Southfields | SW19 6JX | Tenancy |
| 21 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 22 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 23 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 24 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 25 | Allenswood | Albert Drive | Southfields | SW19 6JX | Tenancy |
| 26 | Allenswood | Albert Drive | Southfields | SW19 6JX | Tenancy |
| 27 | Allenswood | Albert Drive | Southfields | SW19 6JX | Tenancy |
| 28 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 29 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 30 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 31 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
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| 35 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 36 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 37 | Allenswood | Albert Drive | Southfields | SW19 6JX | Tenancy |
| 38 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 39 | Allenswood | Albert Drive | Southfields | SW19 6JX | Tenancy |
| 40 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 41 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 42 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 43 | Allenswood | Albert Drive | Southfields | SW19 6JX | Tenancy |
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| 45 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
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| 55 | Allenswood | Albert Drive | Southfields | SW19 6JX | Leasehold |
| 56 | Allenswood | Albert Drive | Southfields | SW19 6JX | Tenancy |
| 1 | Ambleside | Albert Drive | Southfields | SW19 6JY | Leasehold |
| 2 | Ambleside | Albert Drive | Southfields | SW19 6JY | Tenancy |
| 3 | Ambleside | Albert Drive | Southfields | SW19 6JY | Leasehold |
| 4 | Ambleside | Albert Drive | Southfields | SW19 6JY | Leasehold |
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| 29 | Ambleside | Albert Drive | Southfields | SW19 6JY | Leasehold |
| 30 | Ambleside | Albert Drive | Southfields | SW19 6JY | Leasehold |
| 31 | Ambleside | Albert Drive | Southfields | SW19 6JY | Leasehold |
| 32 | Ambleside | Albert Drive | Southfields | SW19 6JY | Tenancy |
| 33 | Ambleside | Albert Drive | Southfields | SW19 6JY | Leasehold |
| 34 | Ambleside | Albert Drive | Southfields | SW19 6JY | Tenancy |
| 35 | Ambleside | Albert Drive | Southfields | SW19 6JY | Leasehold |
| 36 | Ambleside | Albert Drive | Southfields | SW19 6JY | Leasehold |
| 37 | Ambleside | Albert Drive | Southfields | SW19 6JY | Tenancy |
| 38 | Ambleside | Albert Drive | Southfields | SW19 6JY | Leasehold |
| 39 | Ambleside | Albert Drive | Southfields | SW19 6JY | Leasehold |
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| 41 | Ambleside | Albert Drive | Southfields | SW19 6JY | Leasehold |
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| 48 | Ambleside | Albert Drive | Southfields | SW19 6JY | Leasehold |
| 49 | Ambleside | Albert Drive | Southfields | SW19 6JY | Leasehold |
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| 51 | Ambleside | Albert Drive | Southfields | SW19 6JY | Leasehold |
| 52 | Ambleside | Albert Drive | Southfields | SW19 6JY | Tenancy |
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| 54 | Ambleside | Albert Drive | Southfields | SW19 6JY | Leasehold |
| 55 | Ambleside | Albert Drive | Southfields | SW19 6JY | Leasehold |
| 56 | Ambleside | Albert Drive | Southfields | SW19 6JY | Leasehold |
| 57 | Ambleside | Albert Drive | Southfields | SW19 6JY | Leasehold |
| 1 | Briardale | Wimbledon Park Road | Southfields | SW19 6PF | Leasehold |
| 2 | Briardale | Wimbledon Park Road | Southfields | SW19 6PF | Leasehold |
| 3 | Briardale | Wimbledon Park Road | Southfields | SW19 6PF | Leasehold |
| 4 | Briardale | Wimbledon Park Road | Southfields | SW19 6PF | Tenancy |
| 5 | Briardale | Wimbledon Park Road | Southfields | SW19 6PF | Tenancy |
| 6 | Briardale | Wimbledon Park Road | Southfields | SW19 6PF | Leasehold |
| 7 | Briardale | Wimbledon Park Road | Southfields | SW19 6PF | Tenancy |
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| 15 | Briardale | Wimbledon Park Road | Southfields | SW19 6PF | Leasehold |
| 16 | Briardale | Wimbledon Park Road | Southfields | SW19 6PF | Leasehold |
| 17 | Briardale | Wimbledon Park Road | Southfields | SW19 6PF | Leasehold |
| 18 | Briardale | Wimbledon Park Road | Southfields | SW19 6PF | Tenancy |
| 19 | Briardale | Wimbledon Park Road | Southfields | SW19 6PF | Leasehold |
| 1 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| *2* | *Fernwood* | *Albert Drive* | Southfields | *SW19 6LR* | *CO-OP OFFICE* |
| 3 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 4 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 5 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 6 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 7 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 8 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 9 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 10 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 11 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 12 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 13 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 14 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 15 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 16 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 17 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 18 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 19 | Fernwood | Albert Drive | Southfields | SW19 6LR | Tenancy |
| 20 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 21 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 22 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 23 | Fernwood | Albert Drive | Southfields | SW19 6LR | Tenancy |
| 24 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 25 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 26 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 27 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 28 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 29 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 30 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 31 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 32 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 33 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 34 | Fernwood | Albert Drive | Southfields | SW19 6LR | Tenancy |
| 35 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 36 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 37 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 38 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 39 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 40 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 41 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 42 | Fernwood | Albert Drive | Southfields | SW19 6LR | Tenancy |
| 43 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 44 | Fernwood | Albert Drive | Southfields | SW19 6LR | Tenancy |
| 45 | Fernwood | Albert Drive | Southfields | SW19 6LR | Tenancy |
| 46 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 47 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 48 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 49 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 50 | Fernwood | Albert Drive | Southfields | SW19 6LR | Tenancy |
| 51 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 52 | Fernwood | Albert Drive | Southfields | SW19 6LR | Tenancy |
| 53 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 54 | Fernwood | Albert Drive | Southfields | SW19 6LR | Tenancy |
| 55 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 56 | Fernwood | Albert Drive | Southfields | SW19 6LR | Leasehold |
| 1 | Lindale | Wimbledon Park Road | Southfields | SW19 6PQ | Leasehold |
| 2 | Lindale | Wimbledon Park Road | Southfields | SW19 6PQ | Leasehold |
| 3 | Lindale | Wimbledon Park Road | Southfields | SW19 6PQ | Leasehold |
| 4 | Lindale | Wimbledon Park Road | Southfields | SW19 6PQ | Tenancy |
| 5 | Lindale | Wimbledon Park Road | Southfields | SW19 6PQ | Leasehold |
| 6 | Lindale | Wimbledon Park Road | Southfields | SW19 6PQ | Leasehold |
| 7 | Lindale | Wimbledon Park Road | Southfields | SW19 6PQ | Leasehold |
| 8 | Lindale | Wimbledon Park Road | Southfields | SW19 6PQ | Leasehold |
| 9 | Lindale | Wimbledon Park Road | Southfields | SW19 6PQ | Leasehold |
| 10 | Lindale | Wimbledon Park Road | Southfields | SW19 6PQ | Leasehold |
| 11 | Lindale | Wimbledon Park Road | Southfields | SW19 6PQ | Tenancy |
| 12 | Lindale | Wimbledon Park Road | Southfields | SW19 6PQ | Tenancy |
| 13 | Lindale | Wimbledon Park Road | Southfields | SW19 6PQ | Leasehold |
| 14 | Lindale | Wimbledon Park Road | Southfields | SW19 6PQ | Leasehold |
| 15 | Lindale | Wimbledon Park Road | Southfields | SW19 6PQ | Leasehold |
| 16 | Lindale | Wimbledon Park Road | Southfields | SW19 6PQ | Leasehold |
| 17 | Lindale | Wimbledon Park Road | Southfields | SW19 6PQ | Leasehold |
| 18 | Lindale | Wimbledon Park Road | Southfields | SW19 6PQ | Leasehold |
| 19 | Lindale | Wimbledon Park Road | Southfields | SW19 6PQ | Leasehold |
| 20 | Lindale | Wimbledon Park Road | Southfields | SW19 6PQ | Leasehold |
| 21 | Lindale | Wimbledon Park Road | Southfields | SW19 6PQ | Leasehold |
| 1 | Verebank | Wimbledon Park Road | Southfields | SW19 6PG | Leasehold |
| 2 | Verebank | Wimbledon Park Road | Southfields | SW19 6PG | Leasehold |
| 3 | Verebank | Wimbledon Park Road | Southfields | SW19 6PG | Leasehold |
| 4 | Verebank | Wimbledon Park Road | Southfields | SW19 6PG | Leasehold |
| 5 | Verebank | Wimbledon Park Road | Southfields | SW19 6PG | Leasehold |
| 6 | Verebank | Wimbledon Park Road | Southfields | SW19 6PG | Leasehold |
| 7 | Verebank | Wimbledon Park Road | Southfields | SW19 6PG | Leasehold |
| 8 | Verebank | Wimbledon Park Road | Southfields | SW19 6PG | Leasehold |
| 9 | Verebank | Wimbledon Park Road | Southfields | SW19 6PG | Leasehold |
| 10 | Verebank | Wimbledon Park Road | Southfields | SW19 6PG | Leasehold |
| 11 | Verebank | Wimbledon Park Road | Southfields | SW19 6PG | Tenancy |
| 12 | Verebank | Wimbledon Park Road | Southfields | SW19 6PG | Leasehold |
| 13 | Verebank | Wimbledon Park Road | Southfields | SW19 6PG | Leasehold |
| 14 | Verebank | Wimbledon Park Road | Southfields | SW19 6PG | Leasehold |
| 15 | Verebank | Wimbledon Park Road | Southfields | SW19 6PG | Leasehold |
| 16 | Verebank | Wimbledon Park Road | Southfields | SW19 6PG | Tenancy |
| 17 | Verebank | Wimbledon Park Road | Southfields | SW19 6PG | Leasehold |
| 18 | Verebank | Wimbledon Park Road | Southfields | SW19 6PG | Leasehold |
| 19 | Verebank | Wimbledon Park Road | Southfields | SW19 6PG | Leasehold |
| 20 | Verebank | Wimbledon Park Road | Southfields | SW19 6PG | Leasehold |
| 21 | Verebank | Wimbledon Park Road | Southfields | SW19 6PG | Leasehold |
| 1 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 2 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 3 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Tennant |
| 4 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 5 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 6 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 7 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 8 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Tenancy |
| 9 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Tenancy |
| 10 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 11 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
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| 14 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
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| 33 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 34 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 35 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 36 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 37 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 38 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 39 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 40 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Tenancy |
| 41 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 42 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 43 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Tenancy |
| 44 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 45 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 46 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 47 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 48 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 49 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 50 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |
| 51 | Wimbledon Park Court | Wimbledon Park Road | Southfields | SW19 6NN | Leasehold |

**CHAPTER 1: SCHEDULE 1, PART 2 –** Site Map



**CHAPTER 1: SCHEDULE 1, PART 3 –** List of equipment and other items owned by the Council which Wimbledon Park Co-operative may use under this Agreement

Not Applicable

**CHAPTER 1: SCHEDULE 2 –** Equalities and Diversity Policies and Procedure

1. **Equal Opportunities Policy**

Wimbledon Park Co-operative Ltd (WPC) is committed to providing equal treatment to all existing and potential staff, members, tenants, and residents and equality of service to the community in which it operates. This policy applies to all WPC Board members, staff, contractors, and consultants. WPC will take positive action if it appears that this policy is not being fully implemented or is ineffective.

WPC is opposed to all forms of harassment and will give positive support and assistance to victims of harassment. Any allegation of discrimination or harassment made against staff or residents will be taken seriously and investigated in a thorough and timely manner, with appropriate action taken.

WPC recognises that tenants and residents with sight or hearing disabilities may be disadvantaged by not having access to its services. On request, WPC will make every effort to provide appropriate access to the office and to key housing publications. WPC will also make every effort to provide an interpreter or signing facility if needed.

1. **Responsibility for policy**

The Board and Estate Manager are responsible for implementing, monitoring, amending, and implementing this policy. It is the responsibility of every employee and Board member to understand and follow the guidance set out in this policy. Failure to do so may be cause for suspension from the Board in the case of a member and appropriate disciplinary action in the case of staff. All staff and Board members will receive training on Equal Opportunities.

Complaints about alleged breaches from residents or other persons having dealings with WPC will be dealt with in accordance with its Complaints Policy and Procedure.

1. **Application to employees**

Employees have a duty to co-operate with WPC to ensure that this policy is effective, to ensure equal opportunities, and to prevent discrimination. Action under WPC’s employee disciplinary procedure, as detailed in its Employee Handbook, will be taken against any employee who is found to have committed an act of improper discrimination. Serious breaches of the equal opportunities policy will be treated as gross misconduct and could render the employee liable to summary dismissal.

Employees must not harass or intimidate other employees on the grounds of race, colour, ethnic origin, nationality, national origin, religion or belief, gender, sexual orientation, age, marital status, disability, and/or spent offender background. Such behaviour will be treated as gross misconduct in accordance with WPC’s employee disciplinary procedure.

Employees should draw the attention of the Estate Manager to suspected discriminatory acts or practices. Employees must not victimise or retaliate against any other employee who has made allegations or complaints of discrimination on the grounds of race, colour, ethnic origin, nationality, national origin, religion or belief, gender, sexual orientation, age, marital status, disability, and/or spent offender background, or provided information about such discrimination. Such behaviour will be treated as gross misconduct in accordance with WPC’s employee disciplinary procedure. Employees should support colleagues who suffer such treatment and are making a complaint. Complaints affecting staff will be dealt with under the employment policies and procedures.

1. **Application to Board members**

WPC’s Code of Conduct requires Board members to adhere to this policy. Failure to do so may be cause for suspension from the Board. Complaints concerning Board members will be dealt with under WPC’s Rules.

1. **Application to tenants**

Harassment is a breach of Wandsworth Council’s tenancy conditions and WPC’s policies. All claims of harassment will be fully investigated. WPC will work with the relevant statutory bodies and external agencies to provide support to victims of harassment. In substantial cases, action will be taken against perpetrator(s).

1. **Application to contractors and consultants**

A copy of the Equal Opportunities Policy will be given to contractors and consultants working with WPC. They will be expected to comply with the policy and to take prompt and effective action against any of their staff found to be acting in breach of that policy. Complaints made against contractors and consultants will be closely monitored. Any investigations carried out as a result will be timely and comprehensive.

1. **Monitoring and review**

The Estate Manager will report annually to the Board on the effectiveness of this policy. The Board will review the policy from time to time and make any revisions required by changes in legislation or for other reasons.

1. **Employment**

WPC is an equal opportunity employer and is committed to a policy of treating all its employees and job applicants equally. It is the policy of WPC to take all reasonable steps to employ and promote employees on the basis of their abilities and qualifications without regard to race, colour, ethnic origin, nationality, national origin, religion or belief, gender, sexual orientation, age, marital status, disability, and/or spent offender background. WPC will appoint, train, develop and promote on the basis of merit and ability alone.

#### 8.1 Sources of recruitment

The recruitment process must result in the selection of the most suitable person for the job in respect of experience and qualifications.

#### 8.2 Advertisements

Recruitment publicity must positively encourage applications from all suitably qualified and experienced people. When advertising job vacancies, in order to attract applications from all sectors of the community, WPC will, as far as reasonably practicable:

1. Ensure advertisements are not confined to those areas or publication

which would exclude or disproportionately reduce the numbers of

applicants of a particular gender, sexual orientation, religion or racial

group.

1. Avoid prescribing any unnecessary requirements which would exclude

higher proportion of a particular gender, sexual orientation, religion or racial group.

1. Avoid prescribing any requirements as to marital status.
2. Where vacancies may be filled by promotion or transfer, they will be

published to all eligible employees in such a way that they do not restrict applications from employees of any particular gender, sexual orientation, religion or race.

1. WPC will not consider new employees solely on the recommendation of

an existing employee.

1. The setting of age limits, as a matter of general recruitment policy or as a

criterion of any specific job, must be justifiable and non-discriminatory. A copy of the recruitment policy will be supplied to all job applicants.

#### 8.3 Selection methods

The selection process will be carried out consistently for all jobs at all levels. WPC will ensure that this Equal Opportunities Policy is available to all staff and in particular is given to all staff with responsibility for recruitment, selection and promotion. The selection of new staff will be based on the job requirements and the individual’s suitability and ability to do, or to train for, the job in question. When job applicants have a disability, WPC will have regard to its duty to make reasonable adjustments to work arrangements or to work premises in order to ensure that the person is not placed at a substantial disadvantage in comparison with persons who do not have a disability.

#### 8.4 Selection tests

Selection tests that are used will be limited to questions relating to the particular job and/or career requirements. The tests will measure the individual’s actual or inherent ability to do or to train for the work or career. Thus, questions or exercises on matters which may be unfamiliar to racial minority applicants or applicants of a particular gender, sexual orientation or religion will not be included in the tests if they are unrelated to the requirements of the particular job. The tests which are used will be reviewed from time to time in order to ensure that they remain relevant and free from any unjustifiable bias, either in content or in scoring mechanism.

#### 8.5 Applications and interviewing

All applications will be processed in the same way. The staff responsible for shortlisting, interviewing and selecting candidates will be clearly informed of the selection criteria and of the need for their consistent application. Wherever possible, all applicants will be interviewed by at least two people.

All questions that are put to the applicants will relate to the requirements of the job. If it is necessary to assess whether personal circumstances will affect the performance of the job (for example, if the job involves unsociable hours or extensive travel), this will be discussed objectively, without detailed questions based on assumptions about race, colour, ethnic origin, nationality, national origin, religion or belief, gender, sexual orientation, age, marital status, disability, children and domestic obligations.

#### 8.6 Training, transfer and promotion

WPC will take such measures as may be necessary to ensure the proper training, supervision and instruction for all line managers in order to familiarise them with WPC’s policy on equal opportunities, and in order to help them identify discriminatory acts or practices and to ensure that they promote equal opportunity within the departments for which they are responsible.

All persons responsible for selecting new employees or employees for training or for transfer to other jobs will be instructed not to discriminate on the grounds of race, colour, ethnic origin, nationality, national origin, religion or belief, gender, sexual orientation, age, marital status, disability, and/or spent offender background.

Where a promotional system is in operation, the assessment criteria will be examined to ensure that they are not discriminatory. The promotional system will be checked from time to time in order to assess how it is working in practice. When a group of workers predominantly of one race, religion, gender or sexual orientation is excluded from access to promotion, transfer and training and to other benefits, the promotional system will be reviewed to ensure that there is no unlawful indirect discrimination.

Where general ability and personal quality are the main requirements for promotion to a post, care will be taken to consider favourable candidates of all races, religions, genders, and sexual orientations with different career patterns and general experience.

#### 8.7 Terms of employment, benefits, facilities and services

All terms of employment, benefits, facilities and service will be reviewed from time to time, in order to ensure that there is no unlawful discrimination on the grounds of race, colour, ethnic origin, nationality, national origin, religion or belief, gender, sexual orientation, age, marital status, disability, and/or spent offender background

#### 8.8 Grievances and complaints

All allegations of discrimination on the grounds of race, colour, ethnic origin, nationality, national origin, religion or belief, gender, sexual orientation, age, marital status, disability, and/or spent offender background will be dealt with seriously, confidentially and speedily. WPC will not ignore or treat lightly grievances or complaints from members of a particular race, colour, ethnic origin, nationality, national origin, religion or belief, gender, sexual orientation, age, or marital status group, or from employees with a disability.

#### 8.9 Monitoring Equal Opportunity

WPC will regularly monitor the effects of selection decisions and personnel practices and procedures in order to assess whether equal opportunity is being achieved. WPC will, from time to time, look at:

1. The gender, sexual orientation, religion and ethnic composition of the workforce of each department and changes in distribution over periods of time.
2. The selection decisions for recruitment, promotion, transfer and training, according to the gender, sexual orientation, religion or racial group of candidates and the reasons for those decisions.

WPC will, from time to time, review the selection criteria and personnel procedures to ensure that they do not include provisions, criteria or practices which constitute, or may lead to, unlawful indirect discrimination.

**CHAPTER 1: SCHEDULE 3 –** Supervision Notice Policy and Procedure

### 1. Definition of serious failing

1.1 This section sets out the circumstances and criteria in respect of which a Supervision Notice (Notice) as described in Chapter 1, clause 19 of the Modular Management Agreement (MMA) may be served by Wandsworth Council (the Council) on Wimbledon Park Co-operative Ltd (WPC).

1.2 A Notice shall not be served unless the Council is satisfied that there are serious failings in the performance, management or governance of WPC and there is no realistic prospect of remedying the situation by taking action under any other provision of the MMA.

1.3 In the event of concern by the Council in respect of the performance, management or governance of WPC, the Council shall first seek to agree an Improvement Plan, as described in MMA Chapter 1, clause 19, unless the Council considers the failings to be of such a serious nature as to justify the immediate service of a Notice.

1.4 Without prejudice to the generality of paragraph 1.2 and of MMA Chapter 1, clause 19.9, examples of serious failings or other factors that may justify the Council serving a Notice include:

1. An adverse Annual, Five Year, or Special Review under MMA Chapter 8, clauses 4 and 6.
2. Failure to allow the Council to carry out such a review or reviews.
3. Failure to agree an Improvement Plan.
4. Failure by WPC to implement an agreed Improvement Plan.
5. The Board ceasing to operate in a lawful or meaningful way and having no immediate plans to remedy the situation quickly.
6. WPC mismanaging its housing management functions so that even the most basic services are not being provided to tenants, and WPC having no immediate plans to remedy the situation.
7. WPC taking decisions that are unlawful and/or outside its powers, and/or it appears to be trading whilst insolvent.
8. WPC consistently and over a long period of time failing to remedy problems which have been identified and agreed as needing action, and as a result the service to tenants being materially affected.
9. An adverse annual external audit, an adverse internal audit report by the Council, or failure by WPC to produce audited accounts within the specified timeframe in the its constitution.
10. Serious performance failures identified as a result of monitoring visits or meetings and through performance indicator information provided by WPC to the Council.
11. Consistent, continuing failure by WPC to provide agreed monitoring information, provide agendas, or allow council representatives to attend committee meetings.

### 2. Service of Supervision Notice procedure

2.1 This section sets out the procedure for the Council to propose serving a Notice and for the service of Notice.

2.2 The Council shall first take all reasonable steps to satisfy itself of the circumstances justifying the service of a Notice.

2.3 The Council shall advise WPC in writing of its intention to serve the Notice. WPC may then require the Council to appoint an independent person to advise on the reasonableness of its proposed actions and make recommendations on the content of the proposed Notice. WPC’s consent must be obtained to the person proposed by the Council to provide advice, subject to the provisions of paragraph 2.9 and of MMA Chapter 1, clause 19.11.

2.4 In the event of WPC requiring the Council to appoint an independent person, the Council shall nominate such a person from a list of suitable persons, which shall include people with relevant knowledge and experience and no conflict of interest, to be agreed between the Council and WPC at the commencement of the MMA.

2.5 If WPC unreasonably withholds its consent to the appointment of the nominated independent person, and if no other person can be agreed between the parties, the Council may proceed to appoint that person.

2.6 The independent person shall have the following responsibilities:

1. Advise on the reasonableness of the decision of the Council to serve the Notice.
2. Make recommendations on the content of the proposed Notice.
3. Ensure that those recommendations are clear, realistic and achievable within a reasonable time-scale, having regard to the circumstances of the case and financial and any other relevant constraints.
4. Provide external scrutiny and monitoring of the implementation of the Notice.

2.7 Both parties shall accept the recommendations of the independent person, subject to the powers of the Council of refusal under the provisions of MMA Chapter 1, clause 19.11.

2.8 If the Council accepts the recommendations of the independent person as to the content of the proposed Notice, the approved Notice shall be then served on WPC.

2.9 If the Council exercises its right under MMA Chapter 1, clause 19.11 not to accept the some or all of the recommendations of the independent person it shall:

1. Notify WPC and the independent person of the exceptional circumstances which, in the Council’s opinion, make it inappropriate for it to accept those recommendations;
2. Specify the core requirements of the Notice that it intends to serve on WPC;
3. Allow WPC and the independent person to comment and make representation upon that decision and give due and proper consideration to any representations received; and
4. Serve the Notice on WPC in accordance with the outcome of that further consideration.

2.10 The Notice under paragraphs 2.7 and 2.8 shall contain the information and requirements set out in paragraph 3. It shall be served on behalf of the Council in the name of The Director of Housing on both the Chair and Secretary of WPC.

### 3. Content of the Supervision Notice

3.1 The information obtained in a review should inform the content of the proposed Supervision Notice. The Notice shall include the following:

1. A description of the serious problem or failing;
2. Any agreed recommendations of the independent person;
3. The date on which the Notice is to come into effect;
4. The period of the operation of the Notice (the initial period must not exceed six months but may be extended for an additional period not exceeding three months; when that period expires, it may be extended by a further additional period not exceeding three months);
5. A description of action already taken by the Council or by WPC to remedy the problem or failing;
6. Specific action, by the Council or WPC, which is reasonably required to resolve the problem or remedy the failure;
7. Required performance information and regularity thereof including the nominated Council officer having responsibility for supervision;
8. The timetable for implementing the proposed action;
9. How progress will be monitored and reviewed; and
10. How decisions on termination or extension of the Notice are to be determined and implemented.

3.2 Actions which may be specified in the Supervision Notice to remedy serious failings include, but are not limited to, the following:

1. Providing additional information, advice, training and help to WPC
2. Strengthening WPC’s planning and monitoring arrangements
3. Reviewing and strengthening WPC’s financial and other reporting systems and procedures
4. Providing time-limited additional management support to WPC
5. Strengthening the governance of WPC, including the Board and its core competencies

### 4. Reviewing progress and terminating the Supervision Notice

4.1 The Notice shall specify the senior Council officer (the Nominated Officer) with overall responsibility for monitoring the implementation of the Notice and for taking appropriate action at each stage of the procedure.

4.2 WPC will nominate its most senior officer to act as the principal contact with the Nominated Officer.

4.3 The Notice will set down the precise monitoring arrangements relevant to the particular circumstances but, at a minimum, there shall be performance review meetings between the nominated officers at least once per month and at least weekly provision of supporting performance data as specified in the Notice.

4.4 The Board shall receive a report at every meeting on the progress in implementing the requirements of the Notice and of any further action required to meet those requirements.

4.5 As soon as is reasonably practicable after it becomes evident to the Nominated Officer that the requirements of the Notice have been satisfactorily complied with or will be complied with within the period of the Notice, the Nominated Officer will serve a Supervision Termination Notice on WPC specifying the date from which the exercise of the specified functions will be restored.

4.6 If it appears to the Nominated Officer that the requirements of the Notice are unlikely to be complied with within the prescribed timescale of the Notice, and if the Nominated Officer is of the opinion that there would be a real prospect of meeting those requirements if further time were to be permitted, that person shall, after consultation with the officer nominated by WPC and the independent person, serve notice in writing to extend the Notice period for a further period not exceeding three months. If the original Notice period has already been extended once, the Nominated Officer, if he or she continues to be satisfied that a real prospect remains for achieving the Notice requirements shall, after further consultation with the officer nominated by WPC and the independent person, serve notice of extension for an additional period not exceeding three months. An extension decision shall specify what further action, if any, in the opinion of the Nominated Officer, shall be required to meet the requirements of the Notice.

4.7 If it appears to the Nominated Officer that there is no reasonable prospect that the serious failings specified in the Notice will be remedied within the Notice period or any first extension thereof, that person shall, as soon as practicable and before the end of the relevant Notice period, provide WPC and the independent person with the opportunity to make comments and representations concerning that decision.

4.8 The Council will take all such comments and representations into consideration before deciding what further action should be taken, including the possibility of termination of the MMA in accordance with MMA clause 20.2.6. If the Council decides not to serve a Supervision Termination Notice at the end of the initial period of the Notice, or the first additional period, it shall give WPC at least three months’ notice in writing of that decision.

**CHAPTER 1: Annex A –** Copy of Wimbledon Park Co-operative’s Rules

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**CHAPTER 1: Annex B –** Copy of Wimbledon Park’s Terms of Reference

### The Role and Purpose of the Board

### Wimbledon Park Co-operative Ltd (WPC) should be headed by an effective Board which is collectively responsible for the success of WPC. All Board members are equally responsible in law for the Board’s action and decisions.

### 2. Board members’ responsibilities

#### 2.1 Co-operative ethos

The Board has a direct responsibility to ensure that WPC carries out its commitment to be a bona fide co-operative. The Board should always act to maintain WPC’s values and standards and ensure that its obligations to its members and others are understood and met.

#### 2.2 Strategy

The role of the Board is to direct and ensure correct governance, but not to manage day to day tasks which are the Manager’s responsibility.

#### 2.3 Monitoring

The Board is collectively responsible for holding the staff and officers to account. Board members should scrutinise performance in meeting agreed goals and objectives and monitor the reporting of performance. All Board members should have the requisite skills to challenge the staff and officers.

#### 2.4 Risk

The Board should satisfy themselves on the integrity of financial information and other critical structural and operational procedures. The Board should ensure that controls and systems of risk management are robust and defensible.

#### 2.5 Key responsibilities

The key responsibilities of Board members are to:

1. Approve the relevant policies and plans of WPC directed towards the achievement of WPC’s objectives and strategies and ensure that sustainable value is being created
2. Act together to direct the business of WPC
3. Establish and update succession plans
4. Acknowledge that responsibility remains with the Board even where it has properly delegated any of its powers to a Committee, officer or staff member
5. Ensure the effective accountability of officers and staff members in following WPC’s policies
6. Exercise the highest standards of honesty, integrity and good faith, and at all times act in the best interests of WPC rather than in their own interests or in the interests of any other person or body
7. Have a sound knowledge and understanding of WPC’s Rules, Code of Governance, and Code of Conduct, and comply with them
8. Exercise due skill and care in the performance of their duties and responsibilities, including regular attendance at meetings
9. Set appropriate policies on internal control and regularly to assure themselves that:
   * 1. The processes are functioning effectively in identifying and monitoring the risks to which WPC is exposed, and
     2. The system of internal control is effective in reducing those risks to an acceptable level
     3. Encourage the growth of WPC membership and its involvement in WPC’s affairs, in recognition that co-operatives are membership based
     4. Develop their skills and maintain a sound knowledge and understanding of WPC’s business, and undertake appropriate training
     5. Plan for their own succession.

### 3. Chair’s Responsibilities

#### 3.1 Key responsibilities

The key responsibilities of the Chair are to:

1. Run the Board and work in conjunction with the Secretary to set its agenda. The agenda should take full account of the issues and the concerns of all members. Agendas should be forward looking and concentrate on strategic matters
2. Ensure that the members of the Board receive accurate, timely and clear information, in particular about WPC's performance, to enable the Board to take sound decisions, monitor effectively, and provide advice to promote WPC’s success
3. Ensure effective communication with WPC members and ensure that the Board develops an understanding of the views of WPC members
4. Ensure that in Board meetings sufficient time is allowed for discussion of complex or contentious issues. Where appropriate, the Chair may need to arrange informal meetings beforehand to enable thorough preparation for discussion. It is particularly important that members have sufficient time to consider critical issues and are not faced with unrealistic deadlines for decision-making
5. Work with the Secretary to provide a properly constructed induction programme for new Board members that is comprehensive, formal and tailored
6. Take the lead in identifying and meeting the development needs of individual Board members. It is the responsibility of the Chair to address the development needs of the Board as a whole with a view to enhancing its overall effectiveness as a team
7. Ensure that the performance of individuals and of the Board as a whole and its Committees is evaluated at least once a year
8. Encourage active involvement by all the members of the Board

#### 3.2 The effective Chair

The effective Chair:

1. Upholds the highest standards of integrity and probity
2. Sets the agenda, style and tone of Board discussions to promote effective decision making and constructive debate
3. Promotes effective relationships and open communication, both inside and outside meetings, between Board members, officers and staff members.
4. Promotes the highest standards of corporate governance
5. Ensures clear structure for and the effective running of Committees.
6. Ensures effective implementation of decisions
7. Establishes a working relationship of trust with staff members, providing support and advice
8. Provides coherent leadership of WPC, including representing WPC and understanding the views of members

#### 3.3 Meeting conduct

The Chair should:

1. Ensure all communication goes through the chair
2. Ensure as many people as possible contribute their opinions to each item, thus limiting the time allocated to each speaker
3. Note all those who wish to speak, indicated by the raising of their hand, and take them in order
4. Ensure that if a speaker has tabled an item, and is questioned as to its contents, they have the right to reply
5. Determine the reasonable conclusion of a debate when a consensus has been reached
6. Ensure that if a discussion fails to reach consensus, the chair will take the item to an appropriate vote
7. Be aware of correct voting procedure
8. Summarise discussion points and decisions made at the end of each agenda item
9. Field points of information
10. Field points of order
11. Ensure that the Code of Conduct is upheld by all members of the Management Committee and will take appropriate action to deal with any breaches

### 4. Secretary’s responsibilities

### The key responsibilities of the Secretary are to:

1. Ensure the smooth running of WPC’s activities by helping the Chair to set agendas, preparing papers and presenting papers to the Board and Committees, advising on procedures, and ensuring WPC follows them.
2. Keep under close review all legislative, regulatory and corporate governance developments that might affect WPC’s operations, and ensure the Board is fully briefed on these and that it has regard to them when taking decisions.
3. Prepare and file WPC’s annual return.
4. Make all the necessary entries in all registers required to be kept by WPC’s Rules or the Industrial and Provident Societies Acts.
5. Keep custody of WPC’s Seal.
6. Ensure that the interests of members and other stakeholders (particularly employees) are in the Board’s mind when important business decisions are being taken.
7. Induct new Board members into the business and their roles and responsibilities.
8. Make arrangements for and manage the whole process of the Annual General Meeting (AGM) and establish the items to be considered at the AGM, including resolutions dealing with governance matters.

### 5. Treasurer’s responsibilities

1. The key responsibilities of the Treasurer are to:
2. Ensure compliance with WPC’s Financial Standing Orders.
3. Ensure that adequate accounting records for safeguarding WPC’s assets and for preventing and detecting fraud and other irregularities are maintained.
4. Ensure that suitable accounting policies are consistently applied and supported by reasonable and prudent judgements, and that estimates are used in the preparation of the financial statements.
5. Ensure that applicable accounting standards are followed and any material departures disclosed and explained in the notes to the accounts.
6. Avoid giving misleading or deceptive information to auditors or others.

### 6. Committees

#### 6.1 Committee Creation

The Board may agree a resolution to set up any Committees.

Each Committee shall have written Terms of Reference which shall specify the purpose and business of the Committee. It should be made clear in the Terms of Reference whether the Committee has the authority to take action on its own responsibility, and which items should be referred to the Board.

#### 6.2 Term of office

Committees shall normally run from one AGM to the next. However, the Board may set up or disband a Committee during the year.

The Board shall conduct an annual review of the Committee structure, following the AGM, to determine the efficiency of the existing Committees, whether or not they should continue, and the need to establish any new Committees.

#### 6.3 Membership of Committees

All WPC members are eligible to serve on the Board or any Committee, unless involved in litigation against WPC.

All Committees shall include at least one member of the Board who shall be known as the Committee representative. Should there be two Board members on a committee then one will be chosen by the committee to be the representative.

At present, there are no restrictions on the number of Committees which a member can join. However, the Board should endeavour to ensure that representation on the Committees is spread as evenly across the membership as possible.

#### 6.4 Reporting

1. Committee minutes shall be forwarded to WPC’s office for circulation to the Board.
2. Committees shall report back at each Board meeting via the Committee representative, unless the Board is holding a special meeting to consider a specific item of business which is not relevant to the Committee.
3. The Committee report shall state the number of meetings held since the previous report, any exercise of executive authority, and any recommendations for decision by the Board.
4. The Committee representative will be responsible for reporting the decisions of the Board back to the appropriate Committee.
5. Committees shall report to the membership through the Annual Report and WPC’s newsletter where appropriate.

**CHAPTER 2 REPAIRS, MAINTENANCE & SERVICE PROVISION**

**Schedule 1** Functions and performance standards of TMO and the Council in

respect of Repairs

**Annex A and Annex B** - Wimbledon Park Co-operative’s and the Council’s Repairs responsibilities

**Schedule 2** Procedure for consultation on Major Works

**Schedule 3** Procedures and Performance Standards for entering into and supervising Major Works

**Schedule 4** Wimbledon Park Co-operative’s Major Works Functions

**Schedule 5** Procedure for repairs arising from events covered by the Council’s Building Insurance

**Annex A** – Guidance Notes – Insurance for Co-op/RMO’s

**Schedule 6** Functions and performance standards of Wimbledon Park Co-operative and the Council in respect of Estate Services

**Annex A and Annex B** - Wimbledon Park Co-operative’s and the Council’s Estate Services responsibilities

**Schedule 7** Improvements policy and procedure

**Schedule 8** Right to Repair policy and procedure

**CHAPTER 2: SCHEDULE 1 –** Functions and Performance Standards of Wimbledon Park Co-operative and the Council in respect of repairs

### Responsive and planned maintenance repairs

Responsibility for repairs at Wimbledon Park is divided between Wimbledon Park Co-operative Ltd (WPC), Wandsworth Council (the Council), and Council tenants, as detailed below. Specific responsibilities are listed in Annex A and B to this Schedule.

Repair responsibilities have been negotiated on the basis that no part of the property managed by WPC is ‘listed’. Should this status change, both the Council and WPC will be responsible for reviewing repair arrangements and allowances.

#### 1.1 WPC’s repair responsibilities

WPC is not responsible for any repair which falls outside the Council’s own repair responsibilities to Council tenants and leaseholders. These may vary from time to time, as determined by the Council.

##### **Dwellings let on Council tenancies:**

WPC is responsible for repairing:

1. Plumbing, including cold water systems beyond the main stopcock in each dwelling including pipes, valves, stopcocks, cisterns, overflows, cold water storage tanks and insulation of these systems
2. Plumbed fittings, including baths, sinks, basins, WC suites, taps and waste pipes
3. Electrical services from the Electricity Board’s meter, including internal wiring
4. Doors, door frames, and door ironmongery
5. Windows and window ironmongery (where shown not to be tenant’s responsibility)
6. Cupboards and kitchen units (where shown to be the Council’s responsibility)
7. Architraves and skirting (where shown to be the Council’s responsibility)
8. Staircases and balustrades (if any)
9. Internal non load bearing partitions
10. Council-applied wall surfaces not essential to the structural integrity of the building in dwellings and communal areas
11. Re-glazing of broken windows to dwellings where break has known cause and Council is liable
12. Redecoration (where necessary) of the interior of vacant properties to bring them to a ‘fit to let’ standard
13. Where the premises are destroyed or damaged by fire, tempest, flood or other natural causes, WPC will return the premises to its condition immediately before the loss as an insurance repair

**Other dwellings and common areas (except where the responsibility for repair and maintenance is that of a leaseholder under his or her lease)**

WPC is responsible for repairing:

1. Communal windows and window frames
2. Communal doors and door frames
3. The rainwater system, including gutters, down pipes and fixings
4. The vertical soil and vent pipes (above ground)
5. The common parts of the buildings in Wimbledon Park Estate, including doors and their ironmongery and glazing, refuse chambers, store sheds
6. Electrical services for the supply to the common areas, including wiring, conduits, socket outlets, switches and bulkhead light fittings but excluding underground services and column lighting
7. Floor finishes
8. Blocked rubbish chutes
9. Storerooms and store sheds
10. Entry phone and security
11. Fences, enclosure walls, and gates that are part of Wimbledon Park Estate
12. Roads, footpaths, courtyards and parking areas not adopted for maintenance by the Council under its statutory powers as Highway Authority
13. Bulkhead light fittings for the grounds and non-adopted footpaths
14. Repairs to external column lighting within the perimeter of the estate
15. Playgrounds and equipment (cost of maintenance and repairs to be reimbursed by the Council)

##### **Planned maintenance and repairs:**

WPC is responsible for cyclical redecoration of all previously painted or treated external surfaces, including windows and window frames, doors and door frames, balconies, stairs, fences and the interior of the common parts.

The above is subject to negotiation with the Council and provision of adequate allowances to carry out such works, when the works become due and the Council can reasonably foresee funds being available.

Bids for inclusion in major works programmes should be submitted to the Council using the Council’s C1 Referral procedure for major works.

#### 1.2 The Council’s repair responsibilities

The Council has borough-wide repair responsibilities and performance standards for each of the services it is contracted to deliver. These standards apply only to the services that are not subject to a local agreement or have not been delegated to WPC. In general the Council will, wherever possible, ensure these performance standards represent threshold standards to be adopted by all service providers.

The Council is responsible for repairing:

1. The external structures of buildings, including brickwork, lintels, the external walls and their openings and all load bearing, party and structural walls
2. The roof structures and roof coverings
3. The surface water and foul drains including gullies, access chambers and their covers
4. The water mains from the water board’s supply pipe or stopcock to the mains stopcock in each dwelling
5. The gas mains from the gas board’s main supply pipe to the meter in each dwelling
6. The water storage tanks arising from the Council’s annual inspection
7. Floors, including joists and floorboards and any other type of construction, e.g. concrete
8. All underground services
9. Water tank maintenance and inspections
10. Water booster pumps

When ‘making good’ after any repair or replacement, the Council is only obliged to do so to the basic Council standard.

#### 1.3 Council tenants’ repair responsibilities and rechargeable repairs

Council tenants occupying Wimbledon Park Estate dwellings are responsible for the repair or replacement of any part of the structure, installation, common area or furniture that is damaged due to any act or neglect by themselves, a sub tenant, lodger, other member of the household, or visitor. If WPC carries out the repair in these circumstances, the tenant shall be charged for the work.

Council tenants must:

1. Avoid directly causing damage to the structure, installations or exterior, and take basic precautions to avoid such damage
2. Sweep, clean and clear chimneys and fireplaces
3. Complete or pay for repairs that are necessary because of failure to report another repair
4. Take reasonable steps to:
   * Avoid moisture (condensation) building up in the property and causing damage
   * Avoid pipes freezing up in winter
   * Prevent blockages to waste pipes or external gutters and removal of such blockages if they occur

##### **Internal items**

##### Council tenants are responsible for the installation, repair and/or maintenance of the following:

1. Tenant’s own appliances
2. Cupboard catches
3. Keys (in addition to the one key per external door and window lock provided by WPC)
4. Plugs and chains to sinks, baths and basins
5. TV aerial and socket (except communal aerials)
6. Minor plastering repairs
7. Curtain rails, pelmets and picture rails
8. Lagging and other insulation material
9. Door bolts, doorbell (except communal intercom), additional locks
10. Coat hooks
11. Rails for internal stores and wardrobes
12. Light bulbs
13. Smoke alarm batteries

##### **Alterations**

##### Council tenants must have written permission from WBC, via WPC, before carrying out any major alterations to the property.

##### Tenants are responsible for the repair and maintenance of any alteration to the property or item or structure installed by them, including:

1. Fencing and gates
2. Sheds, greenhouses, conservatories
3. Porches, external doors
4. Drives and traditional slabs or pathways
5. Fires and fire surrounds
6. Satellite or other aerial (except communal aerials)

##### **Decoration**

##### Council tenants are responsible for all internal decoration. The property must be kept in reasonable decorative repair.

##### **Store sheds**

##### Renters of store sheds are responsible for keeping them tidy and ensuring that they are not a nuisance or prejudicial to health.

##### **Common areas**

##### Council tenants are responsible for ensuring that any member of their household or visitor does not neglect or cause damage to the common areas both inside and outside the building. This includes keeping these areas free from rubbish or obstructions. Tenants are responsible for reporting any repairs that are needed to the common areas.

##### **Vacating property**

##### Council tenants must give vacant possession of the property and leave it clean and clear of furniture, rubbish or any other item.

##### Prior to leaving the property, tenants must also repair or replace any item that has been damaged by them, a member of their household, or visitor. Tenants who fail to do so will be charged by WPC for the work necessary, including rubbish removal. Tenants must return to WPC all keys to external doors and store sheds.

### 2. Management of repairs

#### 2.1 Reporting repairs

WPC’s Residents’ Handbook provides Council tenants and leaseholders with information concerning:

* Tenant and Leaseholder individual repair responsibilities
* The Council’s repair responsibilities
* WPC's repair responsibilities

Residents should make a request for repair by telephone or in person at WPC's office during working hours, or by email or letter at any time.

Residents are asked to provide a general description of the defect to be remedied, the urgency of the problem, and information about access to the property. Defects will normally be pre-inspected prior to formally ordering any work.

All repair requests will be logged, an initial inspection will be done, and a job order will be created and copied to the resident making the request, which will:

1. Acknowledge the request
2. State the repair priority
3. Confirm mutually convenient access
4. Estimate likely cost
5. State whether the repair is rechargeable to the tenant or the Council

If WPC receives a request for a repair that is the Council’s responsibility, WPC will issue a receipt and forward the request immediately.

#### 2.2 Reporting emergency repairs

WPC provides all residents with an out-of-hours number to report emergency repairs. WPC may enter into a contract with the Council or with an external provider to provide this service.

#### 2.3 Repair priorities, timescales, and standards

Wherever possible, WPC adopts the same performance standards as the Council for each of the services it is contracted to deliver. The Council’s repair timescales will provide a minimum standard for WPC.

In respect of repairs, following inspection of the defect, the resident reporting the defect will be informed of the action WPC will take and the priority accorded to the repair. The priority categories for estate repairs are determined in the same manner as for repairs to dwellings.

Repair requests will be logged and dealt with according to the following Council categories:

| **Code** | **Response time** | **Examples of types of repair** |
| --- | --- | --- |
| [A] | Within two hours of notification | Emergencies such as major bursts, etc. where unable to isolate supply; danger to persons |
|  | Within four hours | Lift breakdowns; door entry call where the system has failed in lock mode |
|  | Within 24 hours | Heating and hot water; entry call – other faults |
| [B] | 1 working day | Emergencies such as burst pipes, loss of power, making glazing safe, severe drain blockages; respond to faults on security door entry system for lock failures |
| [C] | 3 working days | Total or partial loss of heating or hot water; partial loss of water; repairs affecting health, safety, and/or security |
| [D] | 7 working days | Repairs to water supply installations, services to elderly or disabled residents |
| [E] | 10 working days | Work to vacant properties for re-letting |
| [F] | 20 working days | Repairs to windows, doors, and minor leaks; general carpentry repairs, tiling, kitchen units, etc. |
| [G] | 60 working days | Routine repairs, e.g., brickwork, repointing, fence repairs |

#### 2.4 Planned Maintenance

Planned maintenance is organised and carried out by WPC in order to minimise the need for reactive maintenance.

WPC carries out regular estate inspections so that it can identify any areas where planned maintenance is required. WPC's Estate Manager advises and reports to WPC’s Board any areas of required planned maintenance work for approval. WPC also notifies the Council of these works in the quarterly monitoring review reports.

Planned maintenance work is also integrated into the WPC business plan for large scale works.

All Major Works programmes, and related consultation such as Section 20 consultation with leaseholders, are carried out by the Council rather than WPC.

#### 2.5 Re-servicing of void properties

WPC will re-service all voids within the same timescales as the Council. These timescales are reported to the Board and the Council in the quarterly monitoring reports.

##### Void re-servicing work

Re-servicing of voids will include the following:

* Removal and storage of the previous tenant’s goods where required
* Any necessary repairs
* Lock changes
* Energy performance certificate
* Electrical test and provision of a test certificate
* Gas pressure test and provision of a test certificate
* Decoration of the interior in order to bring the flat into a condition to let, if the Estate Manager deems it necessary after inspection

##### Void properties procedure

The procedure for dealing with void properties is agreed below.

WPC will arrange an inspection of the property as soon as it is notified that the tenant is vacating the property. This inspection will be carried out before the property is voided, or no less than three days after the property is vacated by the outgoing tenant. All voids will have locks changed on day one.

The inspection will identify all works which are required to be carried out to bring the property to a re-serviceable condition. A target date for completion of the works and a provisional budget, including any re- decoration allowance payments which are the responsibility of WPC (decoration allowances may be offered to incoming tenants if it is Council policy to do so at the time and then only at a level similar to that provided by the Council) will be agreed. A copy of the inspection report will be retained by WPC.

If the Council authorises WPC to carry out any works for which the Council is responsible, WPC will re-charge the Council for the cost. The terms of payment for any such payments will be 28 days from the date when any invoice and required supporting information is provided.

In carrying out repair and re-servicing work to void properties, WPC will ensure that the work is completed within a time period which meets its own agreed performance standard. This works target should also enable the Council to meet its target performance times for the re-letting of void properties. Such performance times will be as determined by the Council. Should works outside WPC’s control, such as adaptations carried out by the Council’s Occupational Therapy team, extend the works target for a WPC void property, this will be reported to the Council by the Estate Manager and logged in the quarterly monitoring report.

##### Void properties monitoring

The Board will monitor the following on a monthly basis:

* Number of void properties
* Rent loss due to voids
* Any long-term voids and reason for delay
* Average target times for re-let
* Cost of repairs per void property

#### 2.6 Upkeep of communal areas

WPC staff will be the first point of contact for the reporting of any repair defects within and including the perimeter fencing. The procedure for reporting defects in the communal areas is the same as described in Section 2.1 of this Schedule.

#### 2.7 Code of Conduct for contractors

WPC staff and contractors retained by WPC will:

* Report to the Estate Office on arriving or leaving the site on working days
* Carry proof of identity while engaged in work on the Estate
* Be insured for third-party liability (contractors only)
* Conduct themselves in a respectful manner in their dealings with residents and their households
* Exercise all reasonable care in respect of residents' possessions and decorations
* Refrain from smoking or playing music while in residents’ homes

Contractors will be given a copy of this Code of Conduct as part of each job order.

A list of Approved Contractors will be reviewed and approved on an annual basis by WPC’s Board within three months of the Annual General Meeting.

#### 2.8 Compliance with health and safety requirements

All staff and repair contractors are required to comply with current health and safety regulations in carrying out repairs. WPC’s Board is responsible for ensuring that health and safety training is provided to all WPC staff and Board members to ensure they are fully aware of WPC’s legal obligations.

WPC staff will check the condition and state of repair of the following over the course of each working week and the Estate Manager will order repairs as necessary in accordance with the Health and Safety/Risk Assessment:

* Perimeter fence and security equipment
* Rubbish chutes and paladin chambers
* Light fittings
* The security of roof access hatches and electrical intake cupboards
* Fire exit doors
* Staircases, landings, and all other communal areas

#### 2.9 Compensation

Council tenants and leaseholders may make claims for compensation from WPC for:

* Damage to a Council tenant’s or leaseholder’s property due to WPC's neglect.
* Failure by WPC's staff or contractors to take reasonable care in respect to a Council tenant’s or leaseholder’s possessions and decorations.
* Failure to remedy a defect within WPC's prescribed timescale that caused hardship or additional cost to the Council tenant or leaseholder.

All claims should be made in writing to the Estate Office, using WPC’s complaint procedure, stating the basis on which the claim is made.

Compensation under the Compensation for Improvement Regulations 1994 and the Right to Repair regulations 1994 is covered in Chapter 2 Schedules 7 and 8, respectively.

#### 2.10 Legal repair cases

Where repair work is to be carried out as a result of a court order or instruction, WPC recognises that the Council is obliged by law to complete such works within the timescale prescribed by the order or instruction. WPC will co-operate with the Council to ensure that works are completed as required.

An inspection will be carried out between the Council’s building maintenance inspector and any consultants appointed by the Council (and the tenant’s expert) where necessary. WPC will be notified of the inspection and may attend. A schedule of intended works will be drawn up and the responsibility for all works required identified according to the MMA. A timetable for the work to be carried out according to the court’s instructions will be agreed. Where any of the work required is WPC’s responsibility, WPC will decide whether to (a) carry out the work itself or (b) contribute to the cost of the Council’s contractor carrying out all the works.

WPC accepts that it will be liable to the Council for any damages or additional costs arising from works for which WPC is responsible not being completed to an acceptable standard within the time prescribed by the court.

#### 2.11 Monitoring the quality of the repair service

The below table details the minimum percentage of post inspections to be carried out by WPC, in line with WBC’s guidelines:

|  |  |
| --- | --- |
| Amount | Percentage of post-inspection target |
| £0 to £250.00 | 20% |
| £250.01 to £1,000.00 | 35% |
| £1,000.01 and above | 100% |

WPC monitors the quality of its repair service in the following ways:

* WPC pre-inspects all repair requests to be undertaken by the contractors above the sum of £500.
* Contractors are required to return a ‘Job Satisfaction’ slip signed by the resident before payment is made.
* Annual satisfaction surveys are sent to residents that include questions on repair services.
* Repair data is reported to the WPC Board in the monthly Key Performance Indicators report, as detailed in Chapter 8.
* Repair data is reported to the Council in its quarterly monitoring reports, as detailed in Chapter 8.

**CHAPTER 2: SCHEDULE 1, ANNEX A and ANNEX B – Wimbledon Park Co-operative’s and the Council’s repair responsibilities**

|  |  |  |  |
| --- | --- | --- | --- |
| **Repair responsibility** | **Responsible party** | | |
| **Plumbing and heating maintenance** | | | |
| Cold water systems beyond the main stopcock in each dwelling | WPC |  |  |
| Water systems from the water mains to the stopcock/meter in each dwelling |  | Council |  |
| Cold water storage tanks | WPC |  |  |
| Tap washer change |  |  | Tenant |
| Sink and bath plugs, chains and pulls to WC cisterns |  |  | Tenant |
| **Gas and heating** | | | |
| Gas servicing of individual in-flat systems |  | Council |  |
| Gas servicing Inspection (100% of flats annually and 5% of contractor inspections to be checked by WBC annually) |  | Council |  |
| Central heating and hot water issue |  | Council |  |
| Central heating and hot water issue in Estate Office | WPC |  |  |
| **Drains** | | | |
| Blocked waste pipes |  |  | Tenant |
| Blockage to the main stack and WC | WPC |  |  |
| **Electrical** | | | |
| Communal wiring, conduits, sockets, outlets, switches, fuse board | WPC |  |  |
| Light bulbs |  |  | Tenant |
| Appliances (cooker, dishwasher, washing machine, dryer) |  |  | Tenant |
| Installation of TV, satellite, and additional satellite wiring |  |  | Tenant |
| **Internal fixtures and fittings** | | | |
| Doors, door frames, and ironmongery | WPC |  |  |
| Door and window keys, damaged locks, lost keys, door fittings and fixtures, and gate catches |  |  | Tenant |
| Sash fasteners, casement fasteners, and window stays |  |  | Tenant |
| Cupboards and kitchen units | WPC |  |  |
| Architraves and skirting | WPC |  |  |
| Internal non-load-bearing partitions (repair only) | WPC |  |  |
| Reglazing of accidental/vandalised broken windows | WPC |  |  |
| Reglazing of windows broken by tenants or their guests |  |  | Tenant |
| Internal decoration (apart from insurance claim cases) |  |  | Tenant |
| Smoke alarms |  |  | Tenant |
| **Void properties** | | | |
| Electrical rewiring if necessary | WPC |  |  |
| EPC, gas certificate, electrical certificate | WPC |  |  |
| Plumbing and drainage | WPC |  |  |
| Redecoration of dwelling if necessary | WPC |  |  |
| All glazing | WPC |  |  |

**CHAPTER 2: SCHEDULE 2 –** Procedure for Consultation on Major Works

### 1. Requests for Major Works

All Major Works schemes are contained within Wandsworth Council's Capital Programme. Additions to the capital programme come from two main sources:

#### Request from Wimbledon Park Co-operative Ltd (C1 referral)

Wimbledon Park Co-operative Ltd (WPC) may make a C1 referral to Wandsworth Council (Council) requesting that works be considered for inclusion in a future programme.

Additions are usually approved in January of each year but must be submitted to the Council by the preceding July to be included in the Council's internal approvals processes.

Works of an essential nature (defined as ‘necessary’ within the standard lease) will be added to the programme as appropriate and in line with other competing demands for funds from elsewhere within the Council's stock. Once works are approved for addition, the Council will advise WPC of the likely time scale for implementation of the works. At this stage no detailed programme will be available.

Works deemed to be of an improvement nature (e.g., environmental) will be added as appropriate following referral, but these will naturally have a lower priority borough-wide than the necessary and essential works within the programme.

#### b. Council application

Other potential schemes on elements maintained by the Council, such as heating, may, from time to time, be reported by the Council officers responsible for their maintenance as being in need of replacement or refurbishment, usually following insurance or service recommendations.

In these instances those responsible officers will make application within the Council procedures requesting addition to the programme of major works and will advise WPC at the same time that this has been done. As with C1 referrals, WPC will be advised once approval of the addition has been received.

It should be noted that if a request under (a) or (b) is successful, no detailed design discussions can be undertaken until significantly later in the process.

### Service charge implications

When submitting schemes for consideration, WPC and the Council should be mindful of the potential service charge implications that will fall to individual leaseholders and the potential for challenge by any leaseholder to the Leasehold Valuation Tribunal if they consider the works unnecessary or the charges accruing as unreasonable.

### Consultation with WPC

When the Council intends to undertake Major Works, they shall consult WPC about its proposals, including the nature and scope of the works, the proposed contract terms and conditions, and the methods by which it intends that the works should be carried out. WPC may request that Council amend its proposals or include specific terms and conditions in contracts for the Major Works. The Council shall give reasoned consideration to any request WPC may make to consultation under this clause. Where the Council has reason for not complying with a request WPC makes in response to consultation, the Council shall, as soon as practicable, give WPC a written explanation as to why the Council cannot comply with its request.

Once the Council has consulted with WPC, the Council is then required to serve notices of intention on all leaseholders and take account of any views the leaseholders may have regarding the programme of works.

Before inviting tenders for the proposed Major Works, the Council shall send details of the following to WPC for approval:

* The Major Works proposed
* The intended programme for the Major Works
* The monitoring arrangements for the contractors and work in progress
* The access arrangements required for the Major Works
* The contractors from whom the Council intends to invite tenders for the Major Works

Within 28 days of completion of the statutory leasehold consultation, the Council will advise WPC of:

* The tenders received for the Major Works
* The contractor whose tender the Council intends to accept for the Major Works
* The date upon which the contractor intends to commence the Major Works
* The estimated timeline and procedure for handover to WPC

The Council shall not commence Major Works without approval, and WPC shall not unreasonably withhold or delay approval to a request from the Council to approve Major Works.

## CHAPTER 2: SCHEDULE 3 – Procedures and Performance Standards for entering into and supervising Major Works

Not applicable because Wimbledon Park Co-operative Ltd is not delivering Major Works.

## CHAPTER 2: SCHEDULE 4 - Wimbledon Park Co-operative’s Major Works Functions

Not applicable because Wimbledon Park Co-operative Ltd is not delivering Major Works.

## CHAPTER 2: SCHEDULE 5 – Procedure for repairs arising from events covered by the Council’s building insurance

### 1. Procedure for making insurance repair claims

Wimbledon Park Co-operative Ltd (WPC) staff will notify Wandsworth Council’s (the Council) Insurance Department when they believe a repair for which WPC is responsible under the MMA is covered by the Council’s building insurance policy. In notifying the Council, WPC will supply all of the information required to ensure that the insurance claim can be processed promptly. WPC will obtain the necessary claim form and submit it either directly to the Council’s insurance company or through the Council’s Insurance Department.

Within 28 days of being notified of the insurance repair, the Council, or its insurer, if appropriate, will:

* if the insurance repair is a repair for which WPC is responsible, authorise WPC to carry out the repair. Any work undertaken will comply with WPC’s performance standards for repairs, as detailed in Chapter 2, Schedule 1.
* if the insurance repair is a repair which is part of the retained repair responsibilities of the Council, carry out the repair.

After receiving authorization to carry out an insurance repair and carrying out the repair, WPC shall, within 14 days of receipt, submit the invoice for the repair to the Council for payment. The Council or its insurer shall be responsible for paying invoices for insurance repairs.

### 2. Repair Responsibilities

#### Emergency repairs

If a repair that is WPC’s responsibility is an emergency, WPC will ensure that immediate action is taken to ‘make safe’ the area in accordance with its normal repairs procedure. WPC will contact the Council’s Insurance Department and/or the Council’s insurance company to advise them of the claim and the emergency steps taken. WPC will complete and submit the insurance claim as per WPC’s insurance claim procedure.

#### b. Pursuing insurance claims and invoicing of insurance repairs

WPC is responsible for pursuing insurance claims for repairs for which it is responsible, in liaison with the Council’s Insurance Department. WPC will ensure that all appropriate invoices relating to the insurance repair are forwarded to the insurance company. Any payment from the insurance company relating to the claim should be made payable to WPC.

#### c. Repairs which are the Council’s responsibility

The Council will make the necessary insurance claim and proceed with the works in accordance with its normal procedures. The Council will keep WPC informed at each stage of the process. The Council and WPC may agree that WPC will carry out the repair and receive the appropriate funding. This will be considered on a case-by-case basis, and both parties must be in agreement.

### 3. Summary of the insurance policy

See Chapter 2, Schedule 5, Annex A – ‘Guidance Notes – Housing Insurance for Co-op/RMO’s’ for a summary of the Council’s building insurance policy.

**CHAPTER 2: SCHEDULE 5, ANNEX A –** Council provided insurance guidance notes for RMOs

HOUSING INSURANCE

1. COMPREHENSIVE BUILDING INSURANCE: Please see the attached Statement of Cover from Zurich Municipal (ZM) - **Appendix A**.

Important Information when dealing with a claim**:** -

* + Problems which result from a lack of maintenance are not covered under the Council’s policy, i.e. a leaking pipe is a maintenance issue whereas a burst pipe is an insured peril, a worn out roof is **not** storm damage. **Appendix C** refers.
  + It is vital to ascertain the cause of any reported problems which must be the result of an Insured Peril.
  + Leaseholder Excesses: Apart from a £1,000 subsidence excess, no excesses apply.
  + Malicious damage: Cover on tenanted stock was excluded wef 01 April 1993 and is self-funded by the Housing Department.
  + Tenants Excesses: A £250 excess applies to claims made for Theft(s)/Break-in(s). Also a £50 excess applies for falling trees, storm, flood and burst pipes.
  + Tenants are responsible for their own decorations and for reglazing (see tenants handbook)
  + Claims for Malicious Damage to Communal Parts: In Wandsworth there is roughly a 52/48% split for tenants/leaseholders occupancy. Communal parts malicious damage claims are only paid by ZM for the leasehold percentage and no excess applies. So on a claim for £1,000, Zurich Municipal would pay £480 – this percentage varies slightly year by year.

CLAIMS PROCEDURES

* + 1. Tenanted Building Claims – All losses (excluding Subsidence) : -

|  |  |  |
| --- | --- | --- |
| 1. | <£5000 | Co-op/RMO to complete a claim form **(Appendix B)** and forward to the Insurance Group at Wandsworth Council. |
|  |  |  |
| 2. | >£5,000 | A loss adjuster (or equivalent claim validation company) chosen by ZM will be appointed to handle the claim. |

* + 1. Leaseholder Building Claims (Excluding Subsidence)

Leaseholders are required to complete a claim form, which they can obtain by ringing a member of the Wandsworth Insurance Team on 020 8871 6413/4). Claim forms should not be issued by the Co-op/RMO’s. The Leaseholder is required to send their completed claim form together with two estimates to: -

|  |
| --- |
| Zurich Municipal  Farnborough Property Claims  PO Box 3303  Interface Business Park  SWINDON  SN4 8WF  Tel: 0870 241 8050 (ask for Property Accounts.  Fax: 0845 6000083  Email: farnboroughpropertyclaims@uk.zurich.com |

Leaseholder are required to make all enquiries on the progress of their claim directly to Property Claims at Zurich as outlined above.

Zurich Municipal usually settle claims directly with the Leaseholder.

* + 1. Urgent Claims over £5K (Tenants) and £1.5K (Leaseholders)

Telephone call to the Insurance Section: Insurers and loss adjusters (or equivalent) are then instructed by telephone, fax or e-mail.

* + 1. Subsidence Claims (Tenanted / Leasehold)

Refer to the Senior Technical Support Officer (Housing) who should notify the Insurance Team / Client Services by memorandum/ telephone/e-mail as appropriate: The Housing Department to undertake initial monitoring for a period of months (maximum 1 year). A £1,000 excess per block applies.

1. THIRD PARTY CLAIMS AND PROCEDURES

Do not get involved in discussion on:

* + What constitutes negligence
  + If incident is covered
  + The fact that the claimant is not to blame, therefore the Co-op or RMO must be!

Typical claims are for water damage to contents, trips, back-ups/overflows.

Insurance does not cover financial loss only.

Injury or damage must have occurred, and Co-op/RMO must be negligent or in breach of a statutory duty, to be liable.

The Co-op/RMO is an easy target on third party claims (also referred to as “casualty” or “public liability” claims).

Failure of public sewers is Thames Water’s responsibility, not the Co-op, RMO or Council.

Limitation periods are:

* 3 years for personal injury claims
* 6 years for property damage claims

A Co-op’s TP (Third Party), also called PL (Public Liability), insurance is completely separate from the Council’s insurance cover.

Claim Forms: “Public Liability” forms to be completed by the Co-op Manager (not the claimant). This should be accompanied by any relevant bills/receipts/estimates plus the claimants written confirmation of claim and should be supplemented with a technical report/ inspection/maintenance and repair history as appropriate, and forwarded to the Co-op’s Public Liability Insurer for processing.

Contractors: Where Contractors have clearly been negligent, e.g. paint spilled on carpet, the insurers increasingly divert claims to them (for their Insurers to deal with) at an early stage.

However, the Co-op/RMO can still be dragged into the claim, and Solicitors are only too well aware of this.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. GENERAL INFORMATION

Co-ops/RMO’s: These are regarded as “mini Housing Departments”. They can make Buildings claims in a similar fashion to the Housing Department. They carry their own Insurances for areas such as Employers’ and Third Party Liability. These are often with Zurich Municipal.

The Council’s Insurances are with Zurich Municipal in Farnborough (Liability), Farnborough (Property) and Southampton (Motor).

The Council does not currently operate a tenants contents scheme for a number of reasons: all leaseholders/tenants are encouraged to effect their own Contents covers.

There are clearly a number of grey areas on Insurance, especially on Third Party claims. Feel free to contact anyone in the Insurance Team, even if you feel the query is trivial.

The Insurance Team is currently:

|  |  |
| --- | --- |
| Richard Mason | Insurance Manager |
| Jacqui Naidoo | Assistant Manager |
| Favour Deen | Assistant Manager |
| Carly Brown | Insurance Assistant |

Telephone No: 020 8871 6413 / 6414

Fax No: 020 8871 8788

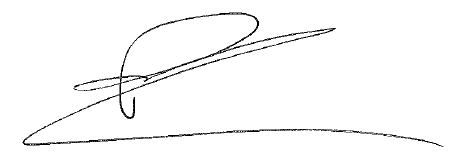
E-mail: [insurancegroup@wandsworth.gov.uk](mailto:insurancegroup@wandsworth.gov.uk)

Location: Room 217 Town Hall

Finance Department

Wandsworth High Street

LONDON SW18 2PU



R Mason

**Insurance Manager**

Encl:

1. ZM Statement of Cover
2. ZM Property Claim Form
3. Quick Reference Guide (what is covered and what is not)

**This Summary provides you with an outline of the Material Damage Policy issued to the London Borough of Wandsworth. It is supplied for information only and does not form part of the Policy. Full details can be obtained from the Council.**

RENEWAL DATE: 1ST April

NAME OF INSURED: Wandsworth Borough Council

POLICY NUMBER: QLA- 01E231-0433

**1. INSURANCE PROVIDED**

In the event of Damage to the BUILDINGS by any of the INSURED PERILS, the INSURER will provide indemnity by reinstatement, payment, replacement or repair. If the BUILDINGS have not been maintained in good repair, a possible deduction for wear and tear may be made.

**2. DEFINITIONS**

**a) BUILDINGS**

The structure of the private dwellings (including landlords fixtures and fittings), its outbuildings, yards, forecourts, car parks, terraces, drives and paths, walls, gates, fences, hedges, foundations, piping, ducting, cables, wires and associated control gear relating thereto but only to the extent of the Insured's responsibility.

In the case of leasehold flats, the definition of BUILDINGS also includes common parts of the structure in which the private dwelling is situated, such common parts being defined in the title deeds.

**b) SUM INSURED**

The sum insured is an amount, which represents the total cost of completely rebuilding the BUILDINGS insured including Professional Fees, Removal of Debris and Public Authority requirements at the time of reinstatement.

1. **DAMAGE**

Material loss, destruction or damage

**d) INSURER**

Zurich Insurance Company

**e) INSURED PERILS**

- Fire, Lightning, Explosion, Aircraft or articles dropped from them

- Riot, Civil Commotion, Strikers, Locked-out Workers

- Malicious Persons, excluding Damage

- in respect of any buildings which have been empty or not in use for more that 30 consecutive days

- Earthquake

- Storm or Flood, excluding Damage

i) caused by frost, subsidence, ground heave or landslip

ii) attributable solely to change in the water table level

1. in respect of movable property in the open, fences and gates

- Escape of Water from any tank apparatus or pipe excluding

DAMAGE in respect of any buildings which have been empty or

not in use for more than 30 consecutive days.

- Theft damage to the BUILDINGS involving entry to or exit from the BUILDINGS by forcible or violent means or such attempt, excluding Damage in respect of any buildings which have been empty or not in use

- Impact by road vehicle or animal not belonging to or under the control of the Insured

- Breakage or Collapse of Television or Radio Signal receiving apparatus

- Accidental Breakage of fixed glass and or sanitaryware except in respect of any buildings which have been empty or not in use.

- Accidental damage to supply pipes and cables

- Falling trees or branches (excluding the cost of removing the tree or branch)

- Leakage of oil from any fixed oil fired installation including smoke and smudge damage arising from defective vaporisation

- Subsidence, Ground Heave or Landslip

**Many INSURED PERILS contain additional exclusions, full details of which can be obtained from the Authority.**

**3. OTHER INTERESTS**

It is agreed and understood that where the INSURED so intend the interests of parties other than the INSURED in the insurance are admitted, the nature of such interests to be declared in the event of loss.

**4. COST OF ALTERNATIVE ACCOMMODATION**The insurance cover for the cost of alternative accommodation applies only whilst any part of the BUILDINGS is sufficiently damaged to render it unfit for occupation. The amount payable will not exceed 20% of the Sum Insured on buildings.

**5. EXCESS**

The INSURER will not be liable for the first £1,000 per block in respect of Subsidence, Ground Heave or Landslip.

**6.** **INDEX LINKING**

The sum insured will be revised as necessary at each renewal in accordance with the Building Cost Index or similar.

**7. EXCLUSIONS**

The INSURER will not be liable for

1. Radiation

2. War Risks, Government or Public Authority Order

3. Sonic Bangs

4. Pollution or contamination

5. Year 2000

1. Property more specifically insured
2. Terrorism *(WBC - this is separately insured)*

**8. CONDITIONS**

1. Policy Interpretation
2. Warranties
3. Reasonable Precautions
4. Misrepresentation
5. Alteration in Risk
6. Claims Procedures  
   (a) Action by the Insured  
   (b) Rights of the INSURER  
   (c) Subrogation
7. Contribution
8. Fraud
9. Reinstatement
10. Arbitration
11. Cancellation
12. Reinstatement Average

**Full details of any EXCLUSIONS, EXTENSIONS or CONDITIONS can be obtained from the Authority.**

eClaim form



###### Claim Form for Properties

###### Insured Through Local Authorities

## Fraud and Data Protection Notice

A fraudulent claim will result in the loss of all policy benefits and may lead to the institution of criminal proceedings.

In considering your claim we will check and/or file your details with fraud prevention agencies and databases. If you provide false or inaccurate information and we suspect fraud, we will record this.

We can supply on request further details of the fraud prevention agencies and databases we access or contribute to.

**Please read these notes before completing this form**

* **Section 1** **must be completed by the local authority** in order to verify that the property is included under the block policy arrangement and the premium has been paid
* All **date fields** are dd/mm/yyyy format.
* All **time fields** are hh:mm format (24-hour clock).
* Please do not type in CAPITAL LETTERS unless absolutely necessary for example at the beginning of road names, like London Road. Please note that some of the fields are designed to default to capitals

**SECTION 1 TO BE COMPLETED BY THE LOCAL AUTHORITY**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Section 1 Policy records** | | Customer Ref | **01E231** | | Claim No |  |
| Name Of Organisation | **Wandsworth council** | | | Policy Number | **QLA-0433-12** | |

**Name of Owner**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Surname |  | Forename |  |

**Joint Owner**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Surname |  | Forename |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Insured property address | | |  | | | | | | | | | | | |
| Postcode |  | | Type of property | | |  | | | | |  | | | |
|  | | | | | | | | | | | | | | |
| Sum insured | | **£** | | Inception date | | |  | | Premium paid to date? | | |  | |
|  | | | | | | | | | | | | | | |
| Approved by | |  | | | Department | | |  | | Date | | |  | |

**ALL THE FOLLOWING SECTIONS TO BE COMPLETED BY THE HOME OWNER**

Section 2 Personal details

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Your correspondence address if different from the insured property address shown above | | | | |
|  | | | | |
| Contact telephone numbers | **Home** | **Work** | | **Mobile** |
| Email address (we will only use this to contact you in connection with this claim) | | |  | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Section 3 General questions** - please tick appropriate boxesIs any business conducted from the property? | |  | | | |
| If yes, please give details | |  | | | |
| Was the property permanantely lived in/used at the time of the loss or damage? | | | |  | |
| If no, when was it last permantently lived in/used? | | | |  | |
| Is the property occupied by anyone other than a member of your family? | | | |  | |
| If yes, who? |  | | | | |
| Is there any other insurance for Building/Contents? |  | | If yes, give details | |  |
| Please give details of any bank or building society interest |  | | | | |

**Section 4 Details of loss or damage**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| When did the loss or damage occur? | | Date |  | | Time |  | | | |
| What has been damaged, and to what extent? | |  | | | | | | |
| Age of the damaged part of building | |  | | | | | | |
| How did the damage occur? | |  | | | | | | |
| Please detail any emergency work that you have had carried out, and enclose the receipt | | | |  | | | | |
| If you have had all the necessary repair work carried out, please detail what has been done and enclose the receipt(s) |  | | | | | | Total cost claimed **£** | | |
| Have you any reason to suspect that the loss or damage arose through the actions of any particular person? | | | | | | | |  |
| If yes, please provide details | |  | | | | | | |

**Section 5 Police –** Theft, malicious damage and Impact claims must be reported to the police.

|  |  |  |  |
| --- | --- | --- | --- |
| Date reported |  | Time reported |  |
| Police reference |  | | |
| Address of station |  | | |

**Section 6 Declaration -** By submitting this completed form I declare that all answers are true and correct to the best of my knowledge and belief

I/We declare all these particulars to be true. (if the property is jointly owned, both names/signatures will be required). If emailing the form back to us, please type in your full name(s).

|  |  |  |  |
| --- | --- | --- | --- |
| Signature |  | Date |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Signature |  | Date |  |

Quick Reference Guide to what is covered under Building Insurance

**Insured Risks**

|  |  |  |
| --- | --- | --- |
|  | WE INSURE AGAINST | WE DO NOT INSURE |
| (1) | Fire, explosion, lightning or earthquake |  |
| (2) | Smoke | Any gradually operating cause. |
| (3) | Riot, civil commotion, strikes, labour or political disturbances. | Loss or damage in Northern Ireland or Eire. |
| (4) | Malicious Damage. | 1. Loss or damage arising after the home has been unoccupied for more than 30 consecutive days; 2. Loss or damage caused by a person lawfully on the premises. |
| (5) | Collision by aircraft or other aerial devices, or any articles dropped from them, or by any vehicle or animal. |  |
| (6) | Storm or flood. | Loss or damage: -   1. by frost; 2. to fences, dates and hedges. |
| (7) | Escape of water from any fixed tank, pipe or appliance. | 1. Loss or damage arising after the home has been unoccupied for more than 30 consecutive days; 2. Wet or dry rot. |
| (8) | Falling trees or branches or telegraph poles or lighting standards.  Notes to Insured Risk (8):  If a tree branch, telegraph pole or lighting standard falls and causes damage to your buildings you may be entitled to claim for both the damage to your buildings and the cost of lifting the fallen tree, branch, telegraph pole or lighting standard so as to enable repairs to proceed, but not for the cost of removing the fallen item from the site. |  |

|  |  |  |
| --- | --- | --- |
| (9) | Theft or attempted theft. | Loss or damage: -   1. caused by you or any member of your family; 2. to the home whilst it is lent, let or sub-let, (in whole or part), unless arising from the breaking into or out of the home; 3. arising after the home has been unoccupied for more than 30 consecutive days; 4. Due to any person obtaining property by deception unless deception is used only to gain entry to the home. |
| (10) | Subsidence, ground heave or landslip. | Loss or damage: -   1. to swimming pools, tennis courts, walls, gates, fences, hedges, terraces, patios, drives and paths unless the structure of the home is damaged at the same time; 2. caused by the use of defective materials or faulty workmanship; 3. to solid floor slabs caused by compaction of infill; 4. caused by coastal or river erosion; 5. caused by normal settlement, shrinkage or expansion; 6. resulting from reduction in value following repair;   An excess of £1,000 applies to each incident of loss or damage. |
| (11) | Leakage of oil from any fixed oil-fired installation including smoke and/smudge damage arising from defective vaporisation. |  |
| (12) | Breakage or collapse of television or radio signal receiving apparatus.  This Insured Risk covers the damage that falling aerials or satellite dishes may do to your buildings. | Damage caused to the apparatus itself. |
|  | We also insure you against the following risks: - |  |
| (13) | Accidental breakage of fixed glass, fixed sanitaryware, fixed water or heating installations, inspection covers, cables & pipes serving the buildings. | Depreciation and deterioration from normal use and wear and tear. |

## CHAPTER 2: SCHEDULE 6 – Functions and Performance Standards of Wimbledon Park Co-operative and the Council in respect of Estate Services

### 1. Estate service responsibilities

Responsibility for estate services at Wimbledon Park is divided between Wimbledon Park Co-operative Ltd (WPC) and Wandsworth Council (the Council), as detailed below.

Specific responsibilities are listed in the combined Annex A and B to this Schedule.

#### 1.1 WPC’s responsibilities

WPC is responsible for:

1. Cleaning staircases, handrails, banisters, landings and walls
2. Removing graffiti in common areas
3. Cleaning windows (all internal stair and landing windows), external windows to the first floor at least twice annually
4. Doors, floors, lights and light fittings
5. Cleaning and removing rubbish from chute chamber
6. Clearing litter from all common parts of the estate
7. Removing any bulky rubbish
8. General upkeep of the roof access, tank rooms, access to tank housings and roof security
9. The electricity supply for lighting the common areas and the replacement of light bulbs (excluding the electricity supply for column lighting)
10. General upkeep of the common grounds and gardens of the property including clearing litter from the estate
11. Cutting communal grassed areas and maintaining flower beds and shrubs
12. Maintaining and cleaning the play areas and play equipment
13. Weed control, sweeping, snow and leaf clearing and salting of non-adopted roads, (including drainage gullies), footpaths, pram sheds and car parking areas
14. Bulkhead lighting of the grounds, non-adopted roads, footpaths, and car parking areas (including the replacement of light bulbs)

#### 1.2 The Council’s responsibilities

The Council is responsible for:

1. The supply of electricity for lighting of column lights
2. The supply of gas for the heating of common areas
3. Inspection, maintenance and repair of playground equipment
4. Tree management and arboriculture work
5. The supply of water to all blocks, including the installation and maintenance of pumps
6. Inspection and testing of water tanks, including water sampling
7. Ensuring that power is supplied to the estate lighting and communal parts
8. Inspection and servicing of any lightning conductors

### 2. Performance standards

#### 2.1 WPC’s performance standards

WPC will ensure that the estate services it provides meet the following standards:

1. Cleaning is performed at a standard that is, at a minimum, equivalent to the Council’s own standard, which may vary from time to time, as determined by the Council
2. All communal flowerbeds, planted areas, and grassed areas will be maintained by WPC to a minimum standard equal to that detailed in the Council’s grounds maintenance contract for Council-managed estates
3. Racist or offensive graffiti on estate and common areas will be cleaned off within 24 hours

#### 2.2 The Council’s performance standards

The Council will ensure that:

1. All gas appliances, including communal boilers, supplied by the Council are serviced annually.
2. Playgrounds are inspected and equipment repaired as necessary. WPC is responsible for raising work orders for playground repairs, to be recharged to the Council.
3. A tree inspection survey is carried out every two years and any necessary arboriculture work is completed, with the agreement of WPC. This service is subject to a Service Level Agreement between the Council and WPC.
4. Rubbish is collected twice a week, and recycling once a week, by the Council's waste management department.

### 3. Estate services monitoring

#### 3.1 Monitoring of estate services provided by WPC

The quality of the estate services provided by WPC is monitored in the following ways:

1. WPC carries out a weekly estate inspection to monitor the quality of cleaning and to highlight any health and safety issues or potential risks
2. Annual satisfaction surveys are sent to tenants and leaseholders that include questions on estate services
3. An annual monitoring review is carried out by the Council during which the Resident Participation Officer carries out an estate inspection

#### 3.2 Monitoring of estate services provided by the Council

The quality of the estate services provided by the Council is monitored in the following ways:

1. WPC post-inspects all work done by the Council in its weekly estate inspection.
2. The Council provides an annual report to WPC on its services, including the Annual Report.
3. The Council sends an annual report regarding the findings from its water tank tests, including whether the tanks require cleaning, and notes the date of inspection on each tank.

**CHAPTER 2: SCHEDULE 6 ANNEX A and ANNEX B –** Wimbledon Park Co-operative’s and the Council’s Estate Services responsibilities

| **Repair responsibility** | **Responsible party** | |
| --- | --- | --- |
| **Plumbing** | | |
| Cold water communal storage tanks - inspection and testing |  | Council |
| Cold water communal storage tanks – cleaning | WPC |  |
| Booster pump inspection, repairs, and maintenance |  | Council |
| Stop cock and water valves (Council tenants only) | WPC |  |
| **Drainage** | | |
| Rainwater gutters and main stack pipes only - clearing and repairs | WPC |  |
| **Electrics maintenance and servicing** | | |
| Electricity supply to common parts | WPC |  |
| Main fuse board in communal area to each dwelling | WPC |  |
| Electricity supply to lifts |  | Council |
| **Estate and block cleaning** | | |
| Cleaning of common areas of estate and block | WPC |  |
| Graffiti removal on estate and common areas | WPC |  |
| Graffiti removal on external walls |  | Council |
| Light bulbs in common areas | WPC |  |
| Removal of bulk rubbish | WPC |  |
| Clearing of blocked chutes | WPC |  |
| Cleaning of inside paladin bins | WPC |  |
| **Grounds maintenance** | | |
| Estate grounds maintenance (gardening) | WPC |  |
| Arboriculture works (tree survey and work) |  | Council |
| **Other services** | | |
| Weekly estate inspections | WPC |  |
| Lift inspection, servicing, and repairs |  | Council |
| Annual fire safety inspection |  | Council |
| Annual playground inspection |  | Council |
| Weekly playground inspection | WPC |  |
| Playground repairs (WPC to raise orders from annual and weekly inspections and recharge to Council) |  | Council |
| Door entry and intercom (1-19 Wimbledon Park only) | WPC |  |
| TV aerials (communal issues only) | WPC |  |
| Lightning conductors |  | Council |
| Pest control in communal areas | WPC |  |
| Removal of abandoned vehicles |  | Council |
| Estate car parking scheme (PRS) | WPC |  |
| Letting of store sheds | WPC |  |
| **Out of hours** | | |
| Housing patrol response service |  | Council |
| Dog control |  | Council |

**CHAPTER 2: SCHEDULE 7 –** Improvements Policy and Procedure

### 1. Introduction

A secure tenant has the right under the Housing Act 1985 to carry out improvements after obtaining the written permission from Wandsworth Council (Council).

Wimbledon Park Co-operative (WPC), as managing agent, will act for the Council in this instance, but the Council must be consulted prior to WPC responding to any resident’s request.

The term ‘improvement’ means any alteration or addition to the premises, and includes but is not limited to:

1. Any alteration or addition to the Council’s fixtures and fittings
2. Any alteration or addition connected to the provision of any services to the premises (e.g., water, gas or electricity supply and any supply of central heating)
3. The erection of any wireless, television, or citizen’s band radio aerial or TV satellite dish
4. The carrying out of external decorations
5. The erection or construction of any permanent or temporary building, structure, or installation, such as greenhouse, shed, garage, pond, or pool, in any garden to the premises.

### 2. WPC inspection and approval of Council tenant improvements

A tenant wishing to carry out improvements must apply WPC’s Estate Manager in writing, stating the exact nature of any alteration, addition, or other work proposed, and include any specifications and/or drawings as appropriate. Tenants must not undertake any improvements before obtaining WPC’s written agreement, but permission will not be refused unless there is a good reason.

WPC will arrange for the site of any proposed tenant improvement to be inspected and will submit a report on the proposal, together with an assessment of the implications for any neighbouring dwellings, to the Council via the Resident Participation Officer.

Subject to a satisfactory report, the agreement of the Council, and compliance with any conditions attached to the approval (clause 4 below), WPC’s Estate Manager may authorise the improvement. WPC will point out to the tenant that planning permission may need to be obtained before such alterations, additions, or additional constructions (including satellite dishes) can be authorised.

If WPC’s Estate Manager is unsure whether an improvement proposal should be approved or refused, or if conditions should be attached to the approval, advice should be sought from the Area Housing Team, Planning, or Building Control.

### 3. Circumstances under which an improvement request may be refused.

WPC may refuse the request if the proposed improvement would:

1. Reduce the number of rooms in the dwelling
2. Make the dwelling structurally unsound
3. Make the dwelling unsafe or unhealthy for the occupants
4. Reduce the market value of the property
5. Cause WPC to incur additional expenditure in day-to-day or cyclical maintenance or servicing
6. Detract from the visual appearance of the property or the estate
7. Make the property difficult to let

If a tenant is denied permission to proceed with a proposed improvement, WPC will notify the Council, stating the reasons for refusing permission.

Where permission has been denied on the grounds of failure to meet one of the conditions attached to granting consent (clause 4 below), a dissatisfied tenant will have the right of appeal to the County Court.

### Conditions which may be attached to granting consent

WPC may grant consent subject to any of the following:

* Approval must be obtained from other authorities where required, e.g., where planning permission or building regulation approval are necessary.
* The work must be carried out to an acceptable standard.
* There will be no cost to the Council or to WOC as a result of the tenant’s improvements, and the tenant will carry out at their own expense any work which may be required to make good.
* Any future maintenance, servicing, repair or replacement costs arising from the improvement must be carried out by the tenant without cost to the Council or WPC.
* Upon the termination of the tenancy, the property shall be restored to its original or agreed condition without cost to the Council or WPC.

**Or**

* Upon the termination of the tenancy, the installation shall remain as part of the fixtures and fittings of the property.

Additional conditions may be attached to the consent on the advice of the Council or the qualified person inspecting the site, or to meet the requirements of regulatory authorities.

### Compensation

The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994 enables qualifying secure tenants to claim compensation for eligible improvements when the secure tenancy ends.

Tenants may claim compensation when their secure tenancy ends, for example if they are moving to a different property. Tenants will not be eligible for compensation if they exercise their Right to Buy.

For there to be an entitlement to compensation, all the following eligibility criteria must be satisfied:

1. Written consent must have been given by the Council before the improvement work was carried out.
2. The tenancy must be secure.
3. The improvement work must have started on or after 1 April 1994.

**CHAPTER 2: SCHEDULE 8 –** Right to Repair Policy and Procedure

The Right to Repair is a scheme to ensure that urgent repairs (those which affect health, safety or security) up to a value of £250 are carried out quickly and properly.

### How does the scheme work?

* 1. The Council tenant reports the repair to Wimbledon Park Co-operative Ltd (WPC).
  2. If the repair comes under the Right to Repair scheme, WPC will ensure the responsible member of staff or contractor knows this and the time in which the repair must be done.
  3. WPC will send the tenant a confirmation card which indicates the repair is a qualifying repair and is covered by this scheme.
  4. If the repair is not completed in the stated time, the tenant must inform WPC so that the job can be re-ordered or a second contractor engaged to do the work. WPC will take into account any circumstances which have prevented the repair being done, for example if there are difficulties in getting replacement parts or if the appointment was not kept.
  5. WPC will send the tenant a second confirmation card indicating who will do the repair. The second contractor/WPC staff member (as applicable) will be given the same amount of time to carry out the repair.

If at the second attempt the repair is not carried out in the stated time, the tenant will receive £10 in compensation, and will receive a further £2 for each additional day the tenant waits.

The maximum compensation for any single job is £50. If the tenant owes WPC money, WPC will first deduct that amount from any compensation.

**CHAPTER 3 RENT**

**Schedule 1** Rent Collection & Arrears Control Procedure

**Schedule 2** Tenant Service Charges Procedure

**CHAPTER 3: SCHEDULE 1 –** Rent Collection and Arrears Control Procedure

### 1. Rent collection, administration, and housing benefit

Any Council tenant living in Wimbledon Park Co-operative Ltd (WPC) may pay his or her rent by:

* Using the paying-in book provided by WPC at any branch of Barclays Bank
* Standing order
* Direct bank transfer

When a new Council tenancy is let, WPC shall provide the following information to the new tenant:

* When rent is due to be paid
* Where and how rent can be paid
* The use of a temporary paying-in book until a named rent book/paying-in book is produced
* The importance of prompt rent payment and Wandsworth Council (the Council) policy generally
* Joint and several (separate) liability for payment
* Housing benefit entitlement and an application form

Council tenants will be given a quarterly statement of payments and outstanding balances. The Board will be given regular reports, taking into account confidentiality obligations, on accounts in arrears and action that has been taken.

All Council tenants and leaseholders will be reminded of their obligation to inform WPC of any changes to their banking arrangements or billing address.

#### Advice on welfare benefits

Should WPC be aware that a Council tenant is in receipt of welfare benefits, WPC must advise him or her that agencies such as Social Services, Department of Work and Pensions (DWP), Age Concern, Housing Benefit, etc., are available to offer advice. Where it is able to do so, WPC will offer such advice and support. However, whilst application forms may be available from WPC’s office, it shall remain the sole responsibility of the claimant to apply for welfare benefits or renewals as appropriate.

#### Housing benefit

The Service Level Agreement between WPC and the Council’s Housing Benefit Team sets out in detail the tasks that WPC is obliged to carry out and the agreed timescales. It also sets out the responsibilities of the Housing Benefit Team.

WPC’s Estate Manager will do all that he or she reasonably can to ensure good communication with the Housing Benefit Team. This will be facilitated by keeping a record that is updated monthly and/or by receiving statements from the Housing Benefit Team advising which tenants are receiving housing benefit and if entitlement has changed or ceased.

If WPC’s Estate Manager discovers that housing benefit is being incorrectly credited to tenants' accounts, and that there appears to be an error in statements or entitlement calculations, he or she shall immediately advise the Housing Benefit Team and the respective claimant(s).

Benefit credits will be posted onto each rent account as soon as the statement is received from Housing Benefit and at the latest within three working days.

### 2. Rent arrears control procedures

Arrears recovery procedures for Introductory Tenants differ from those for secure tenants, and in the former cases WPC must follow the "Introductory Tenancies Guide to Arrears Recovery" produced by the Council. When fixed-term tenancies are implemented, the terms for an Introductory Tenant will still apply for the first year of a fixed-term tenancy.

WPC shall base arrears recovery on the following four action stages. This is a guide to such action, but not prescriptive of all relevant situations. WPC shall aim to secure repayment of debt either in full or by means of repayment instalments to be recorded.

| **Action stage** | **Correspondence** | **WPC action** |
| --- | --- | --- |
| 1 (two weeks’ arrears) | Rent Arrears Letter 1 | * Discover reason for arrears * Check benefits * Seek full clearance or an instalment agreement * Record details on file and computer * Write to tenant to confirm above details as appropriate |
| 2 (four week’s arrears) | Rent Arrears Letter 2 | * Send appointment letter/arrange interview (all elderly & vulnerable tenants must be visited and a referral should be made to a Council Tenancy Support Officer) * Discover reason for arrears * Advise on benefits/refer to benefits advisors * Estate Manager to make referral to Council’s Financial Inclusion Officer * Seek DWP benefit arrears deduction where appropriate * If Housing Benefit claim pending, seek temporary payment arrangement, where appropriate * Record details on file/computer, especially details regarding DWP benefit deductions * Write to tenant confirming the meeting outcome |
| 3 (Vulnerable Tenants) |  | * Revisit/re-contact pre-NoSP and ensure that referral to Tenancy Support Officer has been completed * Contact Social Services or other agency as required * All as above, as appropriate |
| 4 (six weeks’ arrears) | Rent Arrears Letter 3 | * Refer case to Council using Council pro-forma * Provide necessary documentation case history to the Council * Give details of any agreement reached |

Subject to WPC’s arrears recovery procedure, WPC will hand back accounts to the Council for further action if any account is more than six weeks in arrears. When handing back accounts, WPC must account for the action taken by providing full written details, including any letters issued to the tenant in arrears. WPC must investigate where arrears appear to be due to delays in Housing Benefit, as these cases will be rejected at court; in this situation WPC must advise the tenant that the account may be handed back to the Council with advice not to serve a Notice of Seeking Possession (NoSP) until their entitlement to Housing Benefit is clarified.

If a case is handed back to the Council, further advice and action on the account will rest with the Council and not WPC. In exceptional circumstances WPC’s Estate Manager may be requested to attend the court hearing in order to agree action to be taken by the Council’s solicitor, though this is highly unlikely, as a Rents Officer from the Council will normally attend.

WPC will be informed by the Council in writing of any court decision relating to a particular tenant within five working days of the hearing. The Council will notify WPC of any eviction date within two working days of confirmation received from the court, and will inform WPC of any necessary action WPC may have to take if eviction procedures need to be implemented.

#### Recovery of arrears by the Council

Once the Council has cleared any arrears accrued firstly by the Council and secondly by WPC, the Council will return the case to WPC with a clear account.

#### Termination of non-secure tenancies and licences

The Council shall terminate all non-secure tenancies by means of serving a Notice to Quit (NTQ) in the approved form.

Where the Council serves a NoSP on a secure tenant or a NTQ on a non-secure tenant, a NTQ shall also be served at the same time, if not already served, in respect of any store room or store shed rented by the tenant. Generally NoSP in respect to any store room or store shed is served prior to the accommodation NoSP being served on the tenant. If the tenant has not substantially reduced his or her accommodation rent arrears when this NTQ expires, then the Council shall repossess the store room or store shed. The same will apply to parking spaces and garages, should WPC manage any in the future.

To implement this procedure, WPC shall generate or otherwise complete the following documentation:

* Standard letters to tenants
* Rent Arrears Letter 1 (RA1)
* Rent Arrears Letter 2 (RA2)
* Rent Arrears Letter 3 (RA3)
* Other documentation
* Tenant paying incorrect sum
* Reminder to return HB review form
* Tenant being charged full rent (HB form not returned)
* Increased charges after HB adjustment, insufficient reduction of arrears
* Increased charges after rent increase, insufficient reduction of arrears
* Interview form
* Instalment agreement form and standard cover letter
* Case referral form to the Council
* Guidance note for case referral form
* Consent form for DWP
* Tenancy Support Officer Referral form

### 3. Arrears due at the Starting Date

Arrears due at the MMA Starting Date on cases that WPC is managing will be the responsibility of WPC. Arrears due on cases that have been handed back to the Council will remain the responsibility of the Council.

### Former tenants’ arrears

All arrears of former tenants are the responsibility of the Council and shall be followed up in line with the Council’s Former Tenant Arrears procedure.

### Bad debts and write-offs

WPC will take all steps within its power and upon advice from the Council to recover all arrears due to it. This may include the use of approved debt collection agencies.

Write-offs by WPC of bad debts arising from rent arrears must be approved at a Board meeting, after review of reported action taken to recover the debt in each case, and must be duly minuted and recorded in the accounts. The Council’s Finance Department should be duly informed. (See Chapter 5, Schedule 2 for more detail.)

### Rent waiver on voids

Although WPC manages rents and arrears, it does not select tenants. If WPC suffers loss of rental income on void properties for which the Council is responsible for carrying out some or all of the works, the rent due on the properties affected will be waived in accordance with Chapter 3, clause 12.

### Arrears review arrangements

WPC will provide quarterly monitoring reports to the Council (and more frequently if so requested by the Council) setting out the amount of rent collected on each account, the level of arrears, and the action taken by WPC. WPC’s Estate Manager will attend review meetings with the Council’s Rents team on a periodic basis.

The Board will receive quarterly reports which set out WPC’s performance on rent arrears management compared to the performance of other Co-operatives and TMOs in the Borough and that of the Council. WPC will periodically review the actions taken to reduce rent arrears to assess their effectiveness.

**CHAPTER 3: SCHEDULE 2 –** Tenant Service Charge Procedure

Wimbledon Park Co-operative Ltd (WPC) may request Wandsworth Council (the Council) to vary the Council tenant service charge element of the total rent if the element of service charge relates to a service provided by WPC. WPC must demonstrate that it has fully consulted with all tenants within the property, not just its membership, about changes to those services which result in a change to the level of tenant service charges. WPC must formally advise the Council of any proposed changes with relevant supporting information as requested by the Council. This may be budget forecasts, audited accounts, invoices, credit notes, etc. This information must be provided within the timescales set out by the Council to enable it to make the necessary changes to rent levels.

Consultation with tenants should take the form of individual notification with an agreed consultation period to enable tenants to make responses to WPC. WPC should take all responses into account before making its decision at a Board meeting which is open for all tenants to attend and speak or a General Meeting, depending on the level of the variation. If the variation is likely to result in an average increase to tenant service charges in excess of an amount to be agreed with the Council, then the matter must be considered at a General Meeting, to which all tenants have been invited and received notification that the matter is to be considered.

The Council will provide to WPC a breakdown of tenant services for which it charges (such as grounds maintenance, cleaning, communal electricity, etc.). WPC cannot set the core rent but may consult tenants on changes to services, including proposals to reduce services or provide additional estate services, and may seek an increase in charges where appropriate. This may include requesting increased service charges to cover the provision of additional estate services.

WPC and the Council will consider the impact on housing benefit of any changes to the level of tenant service charges. Any such proposed changes will require the approval of the Council, which will not be withheld unreasonably. WPC must demonstrate that it has consulted with tenants and given due consideration to their responses.

**CHAPTER 4 LEASEHOLDER SERVICE CHARGES**

**Schedule 1** Service Charges Procedure

**CHAPTER 4: SCHEDULE 1 –** Service Charges Procedure

### Calculation of leaseholder charges

Wimbledon Park Co-operative Ltd (WPC) will maintain its accounts in such a way as is approved by Wandsworth Council (the Council)’s Finance Department and will enable the Council to charge leaseholders appropriate service charges in accordance with their lease agreements with the Council. This will include accounting for management and administration costs in detail, block costs, and estate costs.

WPC will maintain proper audit trails for all of its running costs, including invoices, credit notes, and any other relevant paperwork. This supporting information may be open to inspection by leaseholders requesting further explanation of their service charges.

WPC will ensure that its accounts are audited, approved by the Board and forwarded to the Council within timescales agreed with the Council that enable the Council to compile the service charge bills. Normally accounts should be with the Council by the end of July each year.

### Billing and collection arrangements

The Council will calculate the service charge bills based on WPC’s estimated expenditure and actual costs. The Council will bill leaseholders and arrange collection of service charges in accordance with the lease agreements.

### Arrears procedures

The Council will remain responsible for the collection of service charge arrears and for taking legal action where necessary in accordance with its own procedures in operation at the time. Where the Council proposes to take legal action, it will notify WPC in advance of any action it proposes to take and will keep WPC informed of progress.

### Financial incentives and penalties

Not applicable, as the Council is responsible for service charge collection and arrears control.

**CHAPTER 5 FINANCIAL MANAGEMENT**

**Schedule 1** Calculation and payment of allowances

**Annex A** Worksheet setting out calculation of Wimbledon Park Co-operative’s

allowances

**Schedule 2** Financial Procedures

**Annex A** Budget Headings

**Schedule 3** Accounts & Audit

**CHAPTER 5: SCHEDULE 1 –** Calculation and Payment of Allowances

### 1. Calculation of allowances

**NB.** WBC do not currently complete the worksheets contained in ‘Calculating Allowances for Tenant Management Organisations’ because this is not currently practicable. WPC have agreed to continue to receive the allowance breakdown in the form detailed in Chapter 5, Schedule 1, Annex A until WBC do start to compile the detailed information included in the worksheets for their managed estates. Should this detailed information be provided for WBC managed estates it is agreed that the same information will be provided for the Co-ops and TMOs.

Allowances for Wimbledon Park Co-operative Ltd (WPC) will be calculated in accordance with the Statutory Guidance set out in *Calculating Allowances for Tenant Management Organisations.* However, the worksheets detailed in ‘Modular Management Agreement for Tenant Management Organisations: Guidance on the Schedules’ (Dec 2013) are excluded as per the above paragraph.

The principal elements of the Allowances for 2014/15 (assuming full year) are summarised below and shown in more detail in Annex A.

**Element of Allowance Allowance**

Management Costs £ 91,037

Estate Costs 160,832

Board Administration 9,323

Client Costs 1,656

Total £ 262,849

The table below is a summary of the property and facilities used in calculating apportionments.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Stock | Tenancies | Leases | Total | Non-residential |
| In Co-operative | 47 | 232 | 279 | 180 |

The annual allowance calculation should show how each element of the methodology described in *Calculating Allowances for Tenant Management Organisations* has been addressed, based on the checklist in that guidance.

Key considerations are:

* Inclusion of the costs of non-strategic services provided by council staff, however indirectly, which will be undertaken by WPC.
* The separation of costs, where applicable, between tenants and lessees.
* Ensuring that the estimate for Responsive and Planned Maintenance Repairs is reasonable and that the agreement takes account of unexpectedly high expenditure due to unforeseen repair costs or an above average numbers of voids requiring re-servicing.
* Ensuring that WPC has sufficient to cover overheads such as office accommodation.
* The inclusion of the full range of relevant corporate support services. This could include Building (Office) administration, Environmental Health, Finance, Legal Services, Personnel and IT.

### 2. Leaseholder allowance

The leaseholder allowance is currently estimated by the Council’s Housing Finance Manager and adjusted annually to reflect WPC's actual expenditure on leaseholder services.

### 3. Adjustments to allowances

In the period January to March of each financial year, the Council will issue an updated management and maintenance fee to WPC. This will be based upon historical allowances, and adjusted to mirror increases or decreases in other comparator estates in Wandsworth. Additional annual adjustments will be made to take into account Right To Buy sales and disposals/demolitions

WPC will have a consultation period of 28 days to respond to any changes in the annual allowances. WPC must agree annual allowances via its Board meetings.

### 4. Review of allowances

Either party may initiate a review of allowances by written notice to the other party. Upon receipt of the notice, WPC or the council must agree to meet with the initiator within 28 days. A request may be made for various reasons, e.g., to allow WPC to manage additional properties, or so that WPC may remain financially viable.

### 5. Payment of allowances

On the first day of April, July, October and January, the Council shall pay to WPC one quarter of the Allowances in advance. WPC will send an invoice to the Council the week before each Allowance payment is due.

If this Agreement ends during the course of a Financial Year, the Allowances for that year shall be calculated as follows:

The Allowances x number of days in year before Agreement ends

365 [366 in a leap year]

WPC is registered for Value Added Tax. Value Added Tax at the standard rate shall be charged to the Council on the Allowances payable to WPC under this Agreement.

WPC is authorised to incur expenses to fulfil its obligations under this Agreement.

WPC shall issue written works orders for any repairs or other works ordered. WPC shall also issue written orders for any goods or services to fulfil its management responsibilities. Works orders or orders for goods and services shall be authorised within the limits set out in WPC’s Financial Procedures (Chapter 5, Schedule 2).

WPC shall require invoices for repairs, goods and services ordered by WPC. Invoices and other expenditures authorised in accordance with the Financial Procedures shall be met by WPC from the allowances paid to WPC and held in a bank account for this purpose.

### 6. Start-up costs

Not applicable, as WPC is not a new co-operative.

**CHAPTER 5: SCHEDULE 1 ANNEX A –** Worksheet setting out the detailed calculations of Wimbledon Park Co-operative’s allowances for 2014 – 2015

**Non- Housing**

**Addresses Residences Residences Contract**

Tenants 47 WJ

Leaseholders 232

Total 279 180

**Summary of Allowances**

Management Allowance £ 91,037

Estate/Block Costs 160,832

Board Administration 9,323

Client Costs 1,656

Total £ 262,849

**Management Allowance Per Unit No. Units Total**

Tenant £ 89.93 47 £ 4,227

Leaseholder 57.77 232 13,403

Resident 67.86 279 18,933

Emergency response 49.02 279 13,677

Minor works 139.82 279 39,009

Non-resident 9.94 180 1,790

Total £ 91,037

**Estate/Block Costs Per Unit No. Units Total**

Garden maintenance £ 78.47 279 £ 21,894

Cleaning 207.94 279 58,015

Window cleaning 0.36 279 100

Communal lighting/electricity 0 279 0

Paladins 11.75 279 3,277

Repairs (all residents) 148.10 279 41,319

Repairs (tenants only) 315.62 47 14,834

Voids 4,196.31 4 16,785

Communal gas 0 47 0

Non-resident 25.59 180 4,606

Excluding decorations\* 0 279 0

Total £ 4,798.60 £ 160,832

**Board Administration Per Unit No. Units Total**

Administration per unit £ 11.97 279 £ 3,339

Lump sum 5,984

Total £ 9,323

**Client Costs Per Unit No. Units Total**

Administration per unit £ 5.94 279 £ 1,656

*\* Excluded because funds are designated by Council but not actually given to WPC.*

**Wandsworth Council-retained functions not included in allowance calculation**

Lift maintenance, water sampling, extractor fans, lightning conductors

**Inflation rates applicable 2014-2015 % increase**

RPI 1.77%

**CHAPTER 5: SCHEDULE 2 –** Financial Procedures

### 1. Principles of financial control

The objectives of these procedures are to ensure that the finances for Wimbledon Park Co-operative Ltd (WPC) are fully recorded, payments are made only within the guidelines approved by the Board, and monies that are put aside for specific purposes are used for those purposes. Leaseholders and tenants will be kept informed of the overall financial position by the Board. Controls are in place to minimise the possibility of fraud or embezzlement.

The Treasurer has overall responsibility for ensuring that the controls and procedures are suitable and applied. This statement does not absolve Board members of their responsibilities for ensuring that proper controls and procedures are used.

The procedures and limits in this document may be changed under the following procedure: Any proposed change shall be made in the form of an amendment to these procedures, which is to be submitted to the Board for approval. A copy is to be sent to Wandsworth Council (Council), who has the right to veto the change. A veto can be overturned at a WPC General Meeting, during which the views of the Council must be presented.

The Treasurer is responsible for keeping these procedures under review and recommending changes.

### 2. Banking arrangements, borrowing, and Investments

#### 2.1 Banking arrangements

The Treasurer is responsible for ensuring that the bank account arrangements are suitable to meet WPC’s needs. Accounts may be opened at a bank or building society. For the purpose of this document, both types of accounts will be called bank accounts. All such accounts must be in WPC’s name.

The name of the bank branch, account numbers, and the names and addresses of the cheque signatories must be advised to the Council at the same time as the bank is informed of changes.

WPC shall have between two and four cheque signatories, who must be Board members. A cheque signatory shall approve any charges made by the bank and any transfer of amounts between WPC’s accounts within the bank. The Treasurer is responsible for ensuring that the bank statements are reconciled within 10 days of the end of each month.

#### 2.2 Borrowing

Borrowing may be arranged only if the source of funds for repayment is clearly identified and set out to the Board. Loans to cover delays of up to one month in receiving the allowance from the Council may be agreed by the Board. Loans to cover longer periods or greater amounts will be approved only after Board members have received a cash flow forecast. The maximum amount which may be borrowed may not exceed six times the monthly allowance. The Council must be advised when a loan is being negotiated.

#### 2.3 Investments

WPC shall not, without the prior consent of the Council, invest surplus cash balances in any form of investment other than a secure short-term deposit account. The MMA requires that any money invested shall be capable of being withdrawn by WPC giving not more than three months’ notice of withdrawal. The Treasurer is responsible for investing surplus funds after consideration of the date the funds will be needed, possible contingencies, the returns obtainable, and any penalties due on early withdrawals.

### 3. Budgetary control

The Treasurer is responsible for ensuring the preparation of a budget, which must set out the sources of income and anticipated expenditure. This is to be approved by the Board before the start of each financial year and by a General Meeting at the earliest opportunity. The budget must be sent to the members two weeks before the General Meeting. The Modular Management Agreement requires the Treasurer to send a copy of the budget to the Council before the commencement of the financial year.

Changes to the budget may be made by the Board and subsequently approved by a General Meeting. A budget change is defined as anything which would cause the annual expenditure to exceed the annual allowance; a reserve in surplus to become a deficit; or any change of more than 10% between the budget headings set out in Annex A of Schedule 2, or 10% of the annual allowance, whichever is greater.

The Treasurer is responsible for monitoring performance against budget and this is to be reported to the Board at least quarterly. The report should be as laid out in Annex A and in addition show for each heading: the budget to date, actual expenditure to date, variance, committed or contracted expenditure, expected total expenditure for the year, and the total budget for the year.

The Treasurer shall report all bank balances at each Board meeting.

### 4. Members’ expenses

Expenses incurred by members to further the aims of WPC may be met by WPC, provided that such costs have been approved in advance by the Board. Such reimbursements are only for costs actually incurred; general allowances shall not be paid. The expenses may include travel, subsistence, and child care. Losses of earnings are not eligible for reimbursement. When expenses are incurred by a cheque signatory, such claim must be signed by two other authorised persons. Any expense which results in the sum being charged to UK income tax must be declared to the Secretary, as such amounts must also be declared in the annual return.

Advances may be made for planned expenditure incurred by a member in relation to WPC. Such advances may not be made more than one month before the cost is incurred. Advances may not be made for the purpose of buying shares in WPC, as this would be illegal.

Expense claims must be submitted to WPC within six months of being incurred or will not be paid, except at the discretion of the Board.

### 5. Orders and payments

#### 5.1 Orders

Written orders must be raised for any repairs or other works ordered.

Designated WPC staff member(s) may order work or materials up to a designated amount agreed by the Board, provided that the work was budgeted and the budget heading is not exceeded, according to the table shown below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Type** | **Amount** | **Must be authorised by** | **No. of written quotes required** |
| Work | under £500 | Administrative Staff | 1 |
| Work | £500 to £1,749.99 | Estate Manager | 1 |
| Work | £1,750 to £2,499.99 | Estate Manager | 2 |
| Work | £2,500 to £9,999.99 | Estate Manager | 3 |
| Work | £10,000 or over | Competitive tender authorised by Board, then agreed at General Meeting \* | 3 |
| Goods | under £1,000 | Estate Manager | 1 |
| Goods | £1,000 to £1,499.99 | Estate Manager | 2 |
| Goods | £1,500 or over | Board | 3 |

*\* Where the cost of the work is predicted to cost £10,000 or more, the work must be subject to a competitive tender. This requirement can be waived by a General Meeting for specified sections of work for specified periods not to exceed two years.*

Authorisations are to be written on a copy of the order. Such authorisation may not be given by someone whose dwelling obtains a direct benefit from the work unless it is part of a programmed repair scheme already approved by the Board.

Any contract made with a leaseholder or resident to perform work on behalf of WPC must be approved in advance by the Board and noted in the minutes. Board members who are related to or have a business arrangement with the leaseholder or resident must declare an interest and may not take part in the discussion or decisions.

#### 5.2 Payments

All payments or withdrawals require two signatories. For amounts of £100 or more, one of the signatories must be an Officer of WPC. Cheque signatories may not be related to each other nor live in the same dwelling. The Board must approve bank signatories, and this must be minuted.

Cheques may not be signed unless the payee and the amount have been written on the cheque. Cheque signatories shall initial the invoice or equivalent supporting documentation as evidence that they verified that:

* The order was authorised, where applicable;
* An invoice supports the claim (except in the case of advance payments or payments for which the recipient signs a receipt); and
* There is supporting evidence that the service or goods were satisfactorily received such that payment is now due (which may be a letter of satisfaction from a tenant; or a committee member or member of staff signing the document to say that the goods or services were satisfactorily received).

All payments by cheque must be recorded in the cheque book stubs. Spoilt cheques must be defaced and retained.

WPC must not cash personal cheques.

The Treasurer must ensure that a numbered receipt file is used to record WPC’s cash transactions. This should be updated at least every month and reconciled to the bank account.

### 6. Payroll

Employees shall stamp their time cards when starting and finishing work. The Estate Manager shall prepare and sign time sheets based on the time cards. Payroll payments shall be made monthly through BACS. Full records are to be kept of the tax deductions, National Insurance deductions, and other statutory deductions. The Staff Supervisor Liaison Officer shall undertake quarterly spot checks of the time cards and timesheets.

Overtime must be approved in advance by the Board. The Board may delegate the authorisation of overtime to supervising staff, provided this is minuted and a budget is set. Overtime required for an emergency may be authorised in arrears. Overtime must be clearly identified on the time sheet.

### 7. Petty cash

A petty cash float of £100 will be held in the office safe. The float total will at all times be represented by cash and/or petty cash forms representing expenditures. Petty cash should be used only for items costing less than £25; any expenditure over that amount must be paid by cheque unless prior approval has been obtained from the Board.

Claimants will complete and sign a petty cash form stating the claimant’s name, amount, date, and purpose of the expenditure. Claimants must make every effort to obtain proof of expenditures.

The Treasurer shall report to the Board annually the total expenditure incurred through the petty cash float. The Treasurer has the right to conduct a count of the petty cash float without notice at any time.

### 8. Income

The Estate Manager shall raise an invoice to the Council each month for the amount due under the agreed allowance.

The Estate Manager shall review all job tickets for rechargeable repairs and raise invoices each month as appropriate. Where work is being recharged, the cost of materials and stores consumed and work shall be at current replacement prices.

### 9. Bad debt write-off procedure

In cases where a rent account has been handed back to the Council, the Council will provide written authorisation of bad debt write-off to WPC, for approval by WPC’s Board.

In all other cases, including repairs, the Estate Manager will take all possible steps to recover bad debts. Where there is no possibility to recover a bad debt, the Estate Manager will submit the bad debt to WPC’s Board for consideration of write-off. The submission must include the amount of debt, the cause of the bad debt, and what steps have been taken to attempt to recover it. Bad debt may be written off only when authorised by the Board.

### 10. Security of cash

All cash is banked every week and is stored in a locked safe every night. The Estate Office is secure and alarmed. A maximum of £250 may be held In the Office or by staff or WPC members at any time.

### 11. VAT

WPC is registered for VAT. At the end of each financial quarter, the VAT amount to be paid is processed in WPC’s accounting system, then submitted to HRMC via its website. VAT is paid through direct debit.

### 12. WPC membership

Membership in WPC is open upon request according to the eligibility criteria set out in the Rules.

A new member must pay £1 to purchase his or her share. Immediately upon membership, the member’s name and address shall be recorded in the register of members and a notation made that he or she has paid the subscription. A share certificate will be signed by the Secretary and given to the member or despatched to his or her home address. A duplicate copy of the share certificates will be kept, and also a duplicate copy of the register, as required by the Industrial Provident Societies Act and our constitution.

Any person who ceases to be eligible under the membership categories or who has been expelled as a member must be marked in the register as no longer a member. Prior to each Annual General Meeting the Secretary shall review the membership list to satisfy him or herself that the list of members is current.

### 13. Asset management policy and asset register

WPC maintains a register of assets. Assets are checked and controlled annually, and are maintained and repaired, including procurement of maintenance contracts as necessary. Assets are depreciated as described in Chapter 5, Schedule 3, paragraph 1.c.

### 14. Insurance

WPC will annually review its insurance arrangements to ensure it has adequate cover and has secured value for money.

### 15. Rent accounting and other income

Rent accounts will be maintained on the rental software system. Credits will be posted onto each account within three working days of receipt of notification from the bank. Housing benefit credits will be posted onto each account within three working days of receipt of notification from the Council.

Rent statements will be sent quarterly to each tenant. Any tenant may request a rent statement at any time, to be provided within three working days.

The Estate Manager will submit a rental income report to the Board each quarter detailing the level of rent collection, level of arrears, and action taken on each account in arrears on a monthly basis. The report will not include any details regarding tenants.

**CHAPTER 5: SCHEDULE 2, ANNEX A -** Budget Headings

The budget prepared by Wimbledon Park Co-operative Ltd (WPC) shall contain the following headings. Headings may be removed if not used for several years, or added as necessary.

**INCOME**

**Allowances**

Management and maintenance - tenant and leaseholder

Storeshed (non resident)

Repairs - minor works and emergency response

Estate services

Bad debt

Void reletting

Total allowances

**Other Income**

Leaseholder service charge

Bank interest

Other Income, e.g., parking permits

Total other income

TOTAL INCOME

**EXPENSES**

**Block costs**

Block repairs - contractors

Block repairs - materials

Roof repairs

Drain clearance

Pest control

Lift trapping

Paladin bin rental

Survey fees

Total block costs

**Estate costs**

Estate lighting - maintenance

Estate lighting - repairs

Estate repairs - contractors

Estate repairs - materials

Drain clearance

Emergency patrol contract

Estate tools

Cleaning materials

Caretaker clothing

Garden maintenance

Tree work

Bulk rubbish fees

Survey fees

Cyclical repairs & maintenance - materials

Cyclical repairs & maintenance - labour

Total estate costs

**Staffing**

Estate Manager salary

Estate Manager NI contribution

Caretaker 1 salary

Caretaker 2 salary

Caretaker 3 salary

Caretakers NI contribution

Admin Assistant salary

Admin Assistant NI contribution

Staff pensions

Staff training

Staff travel and subsistence

Staff recruitment

Temporary staff

Consultant - payroll

Consultant - accounting

Consultant - finance

Total staffing

**Management expenses**

**Office**

Office rent

Office water

Office electricity (including heating)

Office business rates

Office refurbishment and repairs

Office security

Total office

**Office equipment**

Office equipment repair and replacement

IT maintenance and support

Telephone, fax and internet

Copier maintenance contract

Depreciation

Total office equipment

**Other**

Stationery

Sundries

Subscription and registration fees

Insurance

Meeting events

Community events

Website and newsletters

Bank charges

Total other

**Board expenses**

Board subsistence

Board travel

Board training

Printing and postal fees

Total Board expenses

**Co-operative expenses**

Annual returns

Audit fees

Legal fees

Corporation expenses

Total co-operative costs

Total management expenses

**Improvements**

Improvements

Total improvements

**Tenant costs**

Tenant repairs - contractors

Tenant repairs - materials

Void property cost

Void rent

Store shed repairs

Rent software

Bad debt write off

Total tenant costs

TOTAL EXPENSES

[Totals:]

TOTAL INCOME

Management expenses

Block costs

Estate costs

Staffing

Management expenses

Improvements

Total management expenses

Total tenant costs

TOTAL EXPENSES

NET SURPLUS (DEFICIT)

**CHAPTER 5: SCHEDULE 3 –** Accounts and Audit

### Annual accounts

Wimbledon Park Co-operative Limited (WPC) is registered under the Industrial and Provident Society Act, and the accounts must abide by the requirements of the Financial Conduct Authority and the Act.

Within three months of the financial year-end, the Treasurer shall ensure that an income and expenditure account and a balance sheet are produced for the past financial year, showing a comparison between the costs authorised by WPC and the allowances received, any liabilities, and the reserve and surplus amounts. The accounts are presented to the Board for approval and are then signed by the Chair, Secretary, and Treasurer to indicate their satisfaction that they present a true statement of the affairs of WPC. The accounts are then provided to WPC members and Council tenants, ideally with the notice and agenda of the Annual General Meeting.

A signed copy of the accounts must be sent to the Registrar of Friendly Societies within three months of the year-end, and a copy of the signed accounts must be sent to Wandsworth Council (the Council) within six months of the year-end.

#### a. Accounting standards

When preparing the accounts and annual return, the work the auditor undertakes must be carried out in accordance with the International Standards on Auditing (UK and Ireland). These standards require the auditor to comply with the Auditing Practices Board’s Ethical Standards for Auditors. Attention is also drawn to Auditing Standards and guidelines, with particular reference to the Auditor’s Operational Standard and to the Guidelines headed ‘Accounting Systems’ and ‘Internal Controls’.

#### b. Accrual basis

The accounts shall be prepared on an accruals basis using historic cost accounting conventions. Income consists of allowances, insurance repair work, rechargeable work and other fees. It is exclusive of value added tax. Any amount charged to revenue to provide for renewal of fixed assets shall be separately shown, even if it is also shown under depreciation. The amount charged shall be clearly reconciled to the balance sheet amount for depreciation. Fixed assets will be depreciated over their useful lives.

#### Depreciation

Depreciation shall be charged on the following basis:

* + Office equipment including software at cost less 20% each year.
  + Tools and other machinery at cost less 25% each year.
  + Items purchased for less than £200 need not be depreciated.
  + Stores will be valued at the lower of cost or net realisable value. Stores will be used on a first-in, first-out basis, for the purposes of accounting only.

#### Required information

The following shall be noted in the accounts:

* Any material transactions which are not of a sort normally undertaken by WPC or otherwise of an exceptional or non-recurrent nature.
* Any material change in accounting policy.
* The basis for computing the corporation tax charge in the accounts.
* Staff costs shall include salaries, wages, accrued holiday pay, redundancy pay, national insurance contributions, and ordinary superannuating contributions.
* All material reserves and provisions shall be shown. In particular all works of more than 1% of the annual allowance for which reserve funds have been set aside, are to be itemised separately. Movements of reserves between one year and the next must be explained.
* Any material contingent liabilities not provided for must be estimated and an outline of the circumstances given.
* The maximum amount of cash held which was not placed on deposit after 10 banking days.
* The average rate of interest obtained for cash held on deposit.
* Details of the number of staff employed, their job titles, and any changes during the year.
* A summary of each contract for works costed at more than 10% of the annual allowance, setting out the nature of the contract, the start date, the completion date, the pre-contract estimate and the final cost, if completed.
* Investments held at the year end, including the name of the investment company, the type of investment, and the amount.
* Any other financially significant matters.

#### e. Retention of records

The books of accounts must be retained indefinitely. The records to support individual accounting transactions must be kept for seven years. Records to prove that controls were applied over the affairs of WPC must be kept until the audit opinion has been signed for the year to which they relate.

### 2. Audit

The relevant statutory audit provisions are contained in the Industrial Provident Societies Act 1965, section 39(1) (a) and the Friendly and Industrial Societies Act 1968, sections 9 and 11.

The auditor shall be appointed annually by WPC members at the Annual General Meeting. If the auditor is qualified under Section 7 of the 1968 Act, the provisions of Sections 5 and 6 of the Act apply to the auditor’s appointment or removal. The Board should retender the contract for the audit services at least every three years. The Board has the discretion to recommend to the members that a particular auditor should be appointed, but the final decision rests with the members. WPC shall comply with Sections 4 and 8 of the Friendly and Industrial and Provident Societies Act 1968.

The name of the auditor and a contact address shall be noted in the minutes of the Annual General Meeting, which are available to WPC members and Council tenants. The current auditor is K.A. Johnson, Norfolk House, Norfolk Road, Rickmansworth, Hertfordshire, WD3 1RD.

The auditor shall be given access to the books and accounts and all other information that he or she might reasonably require.

The audit report must be framed with regard to approved auditing standards and must be signed. It must state that it is in accordance with Section 9 of the Friendly and Industrial and Provident Societies Act 1968.

**The Treasurer is responsible for:**

* Communications with the auditor.
* Ensuring that the accounts and audit report are available in time for the Secretary of WPC to submit them to the Registrar of Friendly Societies with the annual return.
* Ensuring that an abridged version of the accounts and audit opinion is sent to all WPC members. A full set shall be available from WPC’s office to members on request. The auditor’s management letter shall be sent to the Chair of the Board but must be made available to all Board members. A copy must be sent to the Council within one month.

Each year the Treasurer is responsible for sending an abridged version of the accounts and audit opinion to all WPC members and Council tenants. The report must contain the total of expenditure during the year, the surplus or deficit for the year, the total reserves held, and a statement that the detailed accounts are available on request. Additional content or distribution is at the discretion of the Board.

### 3. Provision of information

WPC and the Council will each provide timely financial information to enable the other party to carry out its responsibilities under the Modular Management Agreement. This will include:

* Accounting information set out in such a way as to enable accurate service charge billing and collection for leaseholders (and tenants’ service charges where relevant)
* A budget forecast before the beginning of each financial year
* Audited accounts within six months of the end of each financial year
* Quarterly revenue statements within six weeks of the end of each quarter
* Quarterly rent collection reports within one month of the end of each quarter

The Council will provide WPC with an estimate of the management and maintenance allowances for the forthcoming financial year at least six weeks prior to the start of the financial year to enable WPC to compile its budget. If there is any proposed significant change, the Council will consult with WPC as soon as is practically possible and give due consideration to phasing over a period of years any significant decreases in the allowances which are likely to have an impact on the provision of services by WPC.

### 4. Surplus fund

If the annual audited accounts show a surplus of assets over liabilities, the balance will be transferred to the surplus fund, which is shown on WPC’s balance sheet as revenue reserves. This surplus may be used for any purpose permitted by WPC’s Rules and Business Plan, and may be carried forward from one year to the next.

WPC will carry out a proper consultation on the use of its surplus fund with all of its members, through a General Meeting, a survey, or such other method it deems appropriate, and will adhere to its normal procurement process.

The Finance Committee may identify surplus funds for investment and submit investment proposals to the Board for approval. WPC will notify the Council of all borrowing and investments decisions before entering into them.

Surplus fund are reported to the Board each month and are included in the audited accounts.

### 5. Reserve fund

WPC currently maintains two types of reserve funds:

* An amount consisting of three months’ operating costs.
* Designated reserves, which are funds that were provided to WPC previously for the purpose of cyclical decorations, to be spent when the Council arranges the decorations. The Council has since changed its policy and now retains cyclical decorations funds itself until they are used. After the funds held by WPC are used for the next cyclical decorations project, WPC will no longer hold this type of reserve.

Reserve funds are reported to the Board each month and are included in the audited accounts.

**CHAPTER 6 TENANCY MANAGEMENT**

**Schedule 1** Introductory meetings for housing applicants and new tenants

**Schedule 2** Selection of tenant policy and procedure

**Schedule 3**  Introductory tenancies

**Schedule 4** Tenancy agreement changes procedure

**Schedule 5**  Breach of tenancy agreement, flexible fixed term tenancies, term of a

lease or covenant in a freehold transfer clause

**Annex A** The Council’s Procedure for Breach of Flexible Fixed Term Tenancies

**Schedule 6** Anti-Social Behaviour and harassment policy and procedure

**Schedule 7** Residents' disputes policy and procedure

**Schedule 8**  Mutual exchanges policy and procedure

**Schedule 9**  Voluntary assignments policy and procedure

**Schedule 10** Subletting policy

**Schedule 11** Giving Consents

**Schedule 12** Enquiries before exchange of contracts

**Annex A** The Council’s tenancy agreement

**Annex B** The Council’s succession policy

**CHAPTER 6: SCHEDULE 1 –** Introductory Meetings for Housing Applicants

1. Wimbledon Park Co-operative’s (WPC) Estate Manager will notify the Council of a new void.
2. The Council’s Allocations Team will ascertain whether any applicants are interested in the vacant property at WPC.
3. All applicants on the Council's waiting list for the WPC area shall be informed by the Council of WPC properties and WPC’s involvement with the allocations process and meetings with new tenants.
4. The Council will provide the following information to housing applicants:

* General information about how the Council’s RMO’s operate
* Information about WPC as supplied by WPC
* Information about the allocations process
* Information about introductory meetings arranged by WPC

1. Once a property has been offered to an applicant the Allocations Team will advise applicants that they will be contacted directly by WPC’s Estate Manager. The Estate Manager will invite, in writing, the first applicant to attend an introductory meeting with the Estate Manager, the Chairperson and any other Board members as deemed necessary.
2. The introductory meeting will be an opportunity for the applicant to find out more about WPC’s policies, procedures and services as well as the surrounding area. It is also opportunity to find out if prospective applicants are interested in becoming a WPC member and shareholder.
3. The introductory meeting will include a guided tour of the void property, after which the Estate Manager will complete the viewing check list and record this in the prospective tenant’s file. The meeting also enables WPC representatives to explain how WPC will be working on behalf of Wandsworth Council through the agreed Modular Management Agreement.

**CHAPTER 6: SCHEDULE 2 –** Selection of Tenants Policy and Procedure

The Council will be responsible for allocation dwellings within WPC in accordance with its Allocations and Lettings Policy.

**CHAPTER 6: Schedule 3 -** Introductory Tenancies

**Information to those with an Introductory Tenancy**

All introductory tenants will be given the Council's Introductory Tenancy Agreement which will set out the tenant’s rights, obligations and the date at which a secure tenancy will be granted, assuming the period of the introductory tenancy is successfully completed. It also includes the tenant’s right to an internal review of a decision to take possession.

WPC’s Estate Manager will record all introductory tenants and will monitor the tenancy in accordance with the Council’s Introductory Tenancy procedure. WPC’s Estate Manager will immediately notify the Council of any matter which is likely to constitute a beach of an introductory tenancy including:

* Rent arrears
* Anti-social behaviour
* Harassment
* Unlawful occupation
* Any other matter that may have an implication for the continuation of the tenancy

WPC’s Estate Manager will report, without tenant personal information, any breaches of an introductory tenancy to the Board at committee meetings.

WPC staff will be prepared to attend and give evidence at any subsequent hearing or appeal.

**Procedure if there is a breach of conditions of tenancy**

This procedure provides guidance for staff on breach of an introductory tenancy on grounds other than rent arrears. The procedure focuses on tackling nuisance and anti-social behaviour, however, it can also be used in relation to breaches of other conditions of tenancy.

## 1. Investigation and Action Plan

Taking action to end an introductory tenancy is a serious step.  It is essential

therefore that the gathering of evidence should be undertaken in a thorough and

fair manner that eliminates any opportunity for bias or error.  Evidence at times

may not be subject to the same scrutiny as that under criminal law but there

needs to be the same regard to the rules for presenting the evidence

available. WPC’s Estate Manager will complete the below steps.

* 1. Write to the complainant to arrange a meeting to discuss the complaints – review ‘Check before contact register before arranging interview)
  2. At the meeting discuss the complaint. Obtain as much information as possible about the breach of tenancy. Also discuss the options available that could be included in an action plan to resolve the problem
  3. Carry out the following steps in relation to the subject of the complaint:
* Carry out ‘Check before contact register’ search in tenant’s name
* Review Homeless Persons Unit file (if tenant originally applied to Council as homeless)
* Review Tenancy file for details of vulnerability, statutory or voluntary agency support, disability or medical or mental health problems, communication needs
* Request that the Council’s Rent Collection Service check their computer system for details of any legal action already taken for rent arrears.
* If suitable, place a referral to the Council’s Tenancy Support Team

* 1. Carry out further investigations including;
* Contacting other residents in the vicinity
* Contacting Estate Services
* Contacting Wandsworth Emergency Control,
* Reviewing CCTV
* Contacting other agencies (the Police, Fire brigade, Community Mental Health etc.)
* Carrying out a survey of any damage, take photographs.

1.5 **Vulnerable Residents**: Contact any agency providing care or support.  Speak to the resident's Key Worker and discuss the complaints received. Consider referral to the Community Mental Health Team.

1.6 Write to the subject of the complaint inviting them to an interview to discuss the complaints.

1.7 Interview the resident complained about.  Give them details of the complaints made and evidence gathered from the investigations carried out (including dates and times of incidents).  Ensure you keep identity of any complainant confidential. Give the resident an opportunity to respond to the complaints. Discuss the options for resolving the problem. Make a note of all the points discussed during the interview.

1.8 Consider alternative action to breach of tenancy

* housing support,
* agency support or treatment
* noise nuisance
* ABC
* mediation
* informal agreement
* injunction
* ASBO etc.

1.9 Write to subject of complaint confirming details of the interview and warning further substantiated complaints will result in service of a Notice of Possession Proceedings.

1.10 Write to the complainant confirming the action taken

## 2. Further Complaints

2.1 If further complaints are received carry out further investigations into the complaints following steps 1.1 - 1.10 of the procedure.

2.2 If, after investigating the further complaints, WPC are satisfied that Possession Proceedings should be initiated they should determine whether a Disability and Discrimination Act (DDA) assessment is required.  If required, complete the DDA Assessment before passing to the Area Housing Team to authorise further action.

## 3. Introductory Tenancy Notice of Possession Proceedings – Section 128 notice (Housing Act 1996)

3.1 The Area Housing Team will check for details of any legal action already taken for rent arrears against the resident complained about. If the Rent Collection Service have already served an Introductory Tenancy Notice of Possession Proceedings or are in the process of issuing a possession claim or have obtained a possession order, seek the advice of the Non-Routine Litigation Contractor via the Borough Solicitor.

3.2 The Area Housing Team will draft an Introductory Tenancy Notice of

Possession Proceedings (ITN / NoP).  Statutorily an ITN needs to be for a

period of 28 days.  However, there can be difficulties in arranging hearings

within this period so the period of notice may be extended to 42 days.

3.3 The Area Housing Team will forward a copy of the draft Notice and covering letter to the Borough Solicitor for checking/amendment.

3.4 The file, checked ITN and covering letter, 'Right to Review Request Form', and 'Right to Review Guidance Notes' and 'Breach of Tenancy Authority to Commence Legal Proceedings' will then be passed to the Area Housing Manager or Deputy Area Housing Manager for signing on behalf of the Director of Housing. 

3.5 The Area Housing Team will send copy of ITN, standard letter, Right to Review request form and "Authority for Legal Proceedings" form with memo to the Director of Social Services informing of intention to proceed to court. A response from Social Services is likely to be expedited if it can be ascertained whether the tenant or household members have had an involvement with Social Services and this information should be included in the memo. WPCshould provide details of any known involvement held on the tenancy file (*Children and Family Services can be contacted on ext 6622, for Older or Disabled Services on ext 7707*.)  WPC should write to any other agency (for example the Mental Health Trust) that is providing care or support to the vulnerable resident requesting their comments. Request that a report is sent to the Director of Housing and Community Services within 5 working days (information may be used at Review if it goes ahead).

3.6 The Area Housing Team will send a copy of the ITN to the Divisional Head with a copy of the Authority to Evict form, standard letter, "Right to Review" request form and guidance notes as advanced warning. The Divisional Head is responsible for arranging the "Introductory Tenancy Review Hearing" if one is requested.

3.7 The Area Housing Team will serve the Notice, Right to Review Request Form, Guidance Notes and covering letter at the resident's property by hand.

3.8 Once the Notice is Served the Area Housing Team will complete a certificate of service and the WPC Estate Manager will attach it to the ITN and file on the tenancy file immediately.

* 1. The Area Housing Team will update the Councils computer records.

3.10 WPC will write to the complainant confirming a notice has been served.

3.11 Both the Area Housing Team and WPC’s Estate Manager should make a file note stating the date by which requests for a Review Hearing should be received (14 days from service of the ITN).

## 4.  Internal Review Hearing

Below points 4.1 to 4.6 must be completed within 5 working days of receipt of the request for a review hearing

4.1 Should a Review Hearing be requested within the correct time period WPC should ensure that the Area Housing Team has all relevant paperwork to allow them to instruct the Divisional Head. All relevant paperwork will include a completed Authority to Evict form and reports from Social Services or any other agencies providing support to the introductory tenant.  If after five working days information requested from the Director of Social Services has not arrived, the Area Housing Team is to endorse the report to this effect, sign it and return it to the Divisional Head regardless.

4.2 The Divisional Head is responsible for arranging the Review Hearing and notifying the tenant. If the tenant requests a Review Hearing, the Divisional Head will notify the tenant of the arrangements for the hearing and the tenant's rights under the Regulations in respect of the conduct of the hearing. 

4.3 The Divisional Head will check availability of Officers to chair the Review Hearing (usually the Director of Housing and Community Services) and sets the date for the Review Hearing. Hearings will normally be heard during working hours. At least five days notice will be given to the tenant of the Review Hearing.

4.4 The Divisional Head prepares the Review Hearing papers (including the Authority to Evict Form and all other relevant papers).  The Review Hearing Documents are to be provided to the Area Housing Manager, WPC’s Estate Manager and any witnesses (e.g. Estate Services Officers) together with a covering letter containing

* details of the date, time and place of the Review Hearing,
* the day upon which the decision will be made
* and by whom the decision will be made.

4.5 The Divisional Head will also send a copy of the Review Hearing documents to the tenant with a covering letter with details of the date, time and place of the Review Hearing, the day upon which the decision will be made and by whom. The tenant will also be supplied with a large Stamped Return Envelope so that they can supply their own papers for the Review Hearing.  The Letter, documentation, return envelope etc. will be delivered by hand or sent by "Recorded Delivery".

4.6  The Divisional Head will arrange for any interpreters and/or signer required to attend the Review Hearing.

4.7 If tenant supplies copies of their papers before the appeals hearing, the Divisional Head will supply copies to the Area Housing Manager, WPC’s Estate Manager and any witnesses (Estate Services Officers), any other officers involved with the case, the Chair of the Panel and other panel members.

4.8  On the day of the Review Hearing the Divisional Head will arrange for those attending to be welcomed at reception and brought to the appropriate room.  Precise notes are to be taken both during the hearing and during the private decision making phase by the Director of Housing and Community Services’ administrative support ("sufficient to withstand judicial scrutiny".)

4.9  The Chair of the Review Hearing will advise the Area Housing Manager of the appeal panel's decision in writing within one day of the appeal hearing. The file and papers are also to be sent back to the Area Housing Manager.

4.10 The Area Housing manager will then arrange for WPC’s Estate Manager to inform the tenant in writing of the outcome of the Review Hearing and the next step in the process i.e. either that possession proceedings will be issued or that the action is being stopped, with a warning that if further breaches occur action will be taken. Letter is to be delivered by hand or sent by recorded delivery.

* 1. The Area Housing team will then inform the below, as appropriate, of the outcome:
* Social Services
* Ward Members
* Complainants

## 5. Possession Proceedings

5.1 **Further complaints received**: Carry out further investigations following steps 1.1 - 1.10 of the procedure.  

5.2A **Where the tenant has exercised their Right to Review in 4 above:** and the Review Panel have upheld the decision to commence legal proceedings for a possession order, the necessary authority has been provided by the Director of Housing and Community Services to instruct the Council's nominated solicitor to initiate proceedings.

5.2B **Where the tenant has not exercised their Right to Review within the 14 day statutory period:** All the information will be passed to the Area Housing Manager who should sign the relevant box in section 4 of the Authority to Commence Legal Proceedings form.  The information will then be forwarded to the Divisional Head who will make the final decision as to whether eviction is to go ahead.  Due to the tight timescales that are often involved this will be done as a matter of urgency.  If the Divisional Head is not available the form may be signed by the Deputy or Assistant Director. 

5.3 The Area Housing Team will complete a memo of instruction to the Borough Solicitor.  This will be sent together with copies of the relevant documents (Tenancy agreement, complaints, warning letters, rent account print out, ITN). 

5.4 The Area Housing Team will write to the complainant confirming that possession proceedings have begun.

5.5 The Area Housing Team will write to resident complained of confirming possession proceedings have begun.

5.6 The Area Housing Team will write to Ward Members advising them that possession proceedings have begun against a resident of their Ward.

5.7 The Area Housing Team will email the Divisional Head that possession proceedings have begun. The Divisional Head will give consideration to publicising the action in the local press. 

5.8 **Witness statement received**: WPC/Area Housing Team must read through very carefully (amend and return if amendments required) sign and return immediately.

5.9 **Date of Hearing received**: WPC/Area Housing Team will make a note in their diary of court hearing and place a copy of the notification on file.

5.10 The Area Housing Team will write to the complainant and inform them of the date of the Court hearing. The Area Housing Team will also arrange transport to and from the Court, and contact the Court Manager to arrange a waiting room for them before the hearing (if required). 

5.11 **Court hearing:** If required **WPC** will attend the possession hearing (usually at Wandsworth County Court, Upper Richmond Road, SW15) to give evidence. The Area Housing Team will check the tenancy file and ensure there are copies of the following:

* The tenancy agreement;
* The tenancy conditions;
* The Notice of Possession Proceedings (with the signed certificate of service attached);
* Current rent account print out.

The tenancy file should be taken to the court hearing.

5.12 The Area Housing Team will write to the complainant confirming the outcome of the possession application hearing.

5.13 WPC/Area Housing Team should note date for possession order to come into force in diary.

## 6. Eviction

***Note:*** *Unlike secure tenancies, there is no requirement to obtain the authority of the Director of Housing and Community Services to evict Introductory Tenants. The authority to evict will have been obtained by reference to the Review Panel or to the Divisional Head, if the tenant did not exercise their Right to Review.*

6.1 **Date Possession Order comes into force**:  The Area Housing Team will send a memo of instruction to the Borough Solicitor to obtain an eviction warrant. 

6.2 **Eviction date received**: WPC/Area Housing Team will make a note in the diary of the eviction date and place a copy of the notification on file.

6.3 The Area Housing Team will email WPC’s Estate Manager confirming date for eviction.  The WPC Estate Manager will enter the eviction date in the office diary and arrange for a locksmith and caging contractor to attend the eviction.

6.4 The Area Housing Team will write to the complainant confirming the date of the eviction.  

6.5 The Area Housing Team will write to resident complained of confirming eviction date.

6.6 **Eviction**: WPC’s Estate Manager and the Area Housing Team will attend the eviction, make contact with the Court bailiff on site, survey the property to ensure it is secure one the eviction is carried out and arrange any additional security measures required while on site.

**CHAPTER 6: SCHEDULE 4 –** Tenancy Agreement Changes Procedure

**1. Tenant Consultation**

1.1 Any changes to the conditions of tenancy for secure tenants will be in accordance with section 103 of the Housing Act 1985.

1.2 In addition to the provisions of the Act the Council will consult with residents through its consultation framework of Area Panels, Co-op and RMO Forum and Borough Residents Forum. Specifically, WPC will be consulted through the Co-op and RMO Forum.

1.3 At the aforementioned meetings the Council will seek nominations from resident representatives to form a working group with officers to look at any proposed changes. Such working groups will have a minimum of one member from the TMOs within the borough.

* 1. The working group will report its findings and proposals through the council's participation structure prior to the service of the preliminary notice.
  2. Any responses received from residents during the period of consultation should be sent to the section of the Council stated on the notice or detailed in any communication with residents.

1. **Service of Notices**
   1. The service of all notices relating to the variation of tenancy conditions will be undertaken by the Council.

2.2 Prior to the service of a notice of variation the Council will serve all tenants with a preliminary notice informing the tenants of:

* the intention to serve a notice of variation
* specifying the proposed variation and its effect, and
* inviting the tenant to comment on the proposed variation within such time, specified in the notice, as the Council considers reasonable.

2.3 The Council will serve a notice of variation on all secure tenants specifying

* the variation effected by it, and
* the date on which it comes into effect (minimum of 28 days from the date of service).

**CHAPTER 6: SCHEDULE 5 –** Breach of tenancy agreement, flexible fixed term tenancy agreement, term of a lease, or covenant in a freehold transfer

WPC will inform the Council as soon as practicable of a suspected breach of tenancy and provide the Council with any relevant information and/or potential evidence.

WPC’s Estate Manager will record all cases of alleged breaches of tenancy and the action taken and report quarterly to the Board and to the Council.

**NB:** Flexible Fixed Term Tenancies are now in use and last for a fixed period of time (normally five years unless there are special circumstances.) The procedure for a breach of a flexible fixed term tenancy is attached to this schedule as Annex A.

**1. Definition of Breach**

Any breach of the Council’s current Tenancy Agreement or Lease Agreement will be deemed to constitute a breach of tenancy. This may include:

* anti-social behaviour
* harassment of any kind
* allowing unlawful occupancy

or any other matter that the Council deems to be a breach of tenancy.

**2. Investigation of allegations**

WPC’s Estate Manager will investigate any allegations of breaches of tenancy as a matter of urgency. In particular, allegations of violent behaviour or allegations of harassment will be treated as a priority and investigated immediately. Complainants will be asked to detail complaints in writing or during an interview at which notes will be taken. The Estate Manager will conduct any necessary interviews with alleged perpetrators or alleged victims and will document any such interviews. If it is believed that an interviewee may display violent or aggressive behaviour, the interview should be conducted by the Estate Manager and a Board member. When necessary, the Estate Manager may request support in terms of attendance at the interview/s from Council officers. The Estate Manager must, wherever practicable, make attempts to secure the remedy of the alleged breach by persuasion.

WPC will ensure that as much consideration as possible is given to the victims of breaches of tenancy, in terms of home interviews, telephone interviews, working with trusted community or church organisations, and referral to Victim Support.

If, after thorough and documented investigation and failed attempts to secure a remedy, WPC considers that on a ground other than **Rent** or **Service Charge** arrears, a tenant in the **Property** is in breach of their tenancy or a leaseholder in the **Property** is in breach of the lease, WPC may serve written notice on the Council (a "**Notice of Tenancy Breach**") which requests the Council:

i) in the case of a tenant, to serve notice to quit or notice seeking possession; or

ii) in the case of a leaseholder, to serve notice of intention to commence forfeiture proceedings; or

iii) in any case, to take such other action as WPC considers appropriate.

The **Notice of Tenancy Breach** shall state:

a) the name and address of the tenant, leaseholder or freeholder who is alleged to be in breach; and

b) the nature of the alleged breach; and

c) the investigations WPC’s Estate Manager has carried out including transcripts of any interviews with alleged perpetrators or victims, the attempts WPC has made to secure the remedy of the alleged breach by persuasion and, if WPC has not attempted to secure the remedy of the alleged breach by persuasion, why it considers that this is not reasonably practicable.

On receiving a **Notice of Tenancy Breach** the Council shall, at its sole

discretion, either:

a) serve the notice or take the action requested by WPC; or

b) refuse WPC’s request.

If the Council agrees to WPC’s request, the Council shall take all reasonable steps to secure a remedy of the breach or proceed with the action requested by WPC in the **Notice of Tenancy Breach**. If the Council refuses WPC’s request, the Council shall within 7 days inform WPC of its decision and the reasons for it.

If the Council refuses WPC’s request, the Council shall indemnify WPC against any reasonable extra costs WPC may incur as a result of the alleged breach.

1. **Rights of persons where allegation is made or notice served**

The Council and WPC must ensure that the subject of an allegation of breach of tenancy will have the right to:

* Confidentiality
* Representation
* Right to be accompanied during an interview by friend, witness or advocate
* Right to be supported by a translator or interpreter
* Right to appeal against the Council’s decision

**4. Role of Council**

It is the Council who serve all notices in relation to breach of tenancy and therefore WPC’s Estate Manager must inform the Council of a suspected breach as soon as practicable. See Point 2.0.

**CHAPTER 6: SCHEDULE 5, ANNEX A –** The Council’s Procedure for Breach of Flexible Fixed Term Tenancies

|  |
| --- |
| **Procedures** |
| **Breach of Secure Periodic or Flexible Fixed Term Tenancy** |
| This procedure provides guidance for staff on breach of a secure periodic or flexible fixed term tenancy.  The procedure will most commonly be used for breach of tenancy on the grounds of anti social behaviour but can be used for other breaches.  When considering other breaches the ASB database does not need to be updated.  For Notting Hill properties please see [breach of assured tenancy procedure](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Resident%20Involvement_Small%20Improvement%20Budget/HPP_A_Z_Index_f.htm). |
| |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | |  |  | | --- | --- | | **ESSENTIAL INFO:** | | |  | Vision & Goals | |  | [Legislation](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Breach_Of_Tenancy_Lease/Breach%20of%20Secure%20Tenancy/Essential_Info/Legislation.htm) | |  | [Frequently asked Questions](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Breach_Of_Tenancy_Lease/Breach%20of%20Secure%20Tenancy/Essential_Info/FAQ.htm) | |  | [Tenancy Conditions](http://www.wandsworth.gov.uk/downloads/200027/council_housing) | |  | [Further Information](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Breach_Of_Tenancy_Lease/Breach%20of%20Secure%20Tenancy/Essential_Info/Detailed%20Guidance.htm) | |  | [ASB Policy](http://www.wandsworth.gov.uk/downloads/file/4054/anti-social_behaviour_policy_statement_and_action_plan_2010-2013/100007) | |  |  | |  |  | | |  |  | | --- | --- | | **CONTENTS:** | | |  | [Investigation and Action Plan](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Breach_Of_Tenancy_Lease/Breach%20of%20Secure%20Tenancy/HPP_Breach_of_Secure_Tenancy2_copy(1).htm#Investigation and agreeing a plan of action with the complainant) | |  | [Further Complaints](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Breach_Of_Tenancy_Lease/Breach%20of%20Secure%20Tenancy/HPP_Breach_of_Secure_Tenancy2_copy(1).htm#Further Complaints) | |  | [Notice(s)](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Breach_Of_Tenancy_Lease/Breach%20of%20Secure%20Tenancy/HPP_Breach_of_Secure_Tenancy2_copy(1).htm#Notice(s)) | |  | [Court Hearing](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Breach_Of_Tenancy_Lease/Breach%20of%20Secure%20Tenancy/HPP_Breach_of_Secure_Tenancy2_copy(1).htm#Court Hearing) | |  | [Court Outcome](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Breach_Of_Tenancy_Lease/Breach%20of%20Secure%20Tenancy/HPP_Breach_of_Secure_Tenancy2_copy(1).htm#Court Outcome) | |  | [Eviction](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Breach_Of_Tenancy_Lease/Breach%20of%20Secure%20Tenancy/HPP_Breach_of_Secure_Tenancy2_copy(1).htm#Eviction) | |  | [Letters/Forms](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Breach_Of_Tenancy_Lease/Breach%20of%20Secure%20Tenancy/HPP_Breach_of_Secure_Tenancy2_copy(1).htm#Letters) | |  | | | |
| |  |  |  |  | | --- | --- | --- | --- | | **PROCEDURE NO.** | **CONTACT** | **PUBLISH DATE** | **PREVIOUS NOTE** | | 49 Version 3 | Kay Willman | February 2012 | [49 Version 2 Updated 08/11/06](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Archives/Breach_of_Tenancy_acrhive/HPP_Breach%20_of_Secure_Tenancy_%20f.htm) | |  |  | Updated March 2013 |  | |  |  | Updated February 2014 | Subletting section added | |
| |  |  | | --- | --- | |  | ***NB:****In exceptional cases where the ASB is of a serious nature the steps outlined in this procedure may not be taken so that a NoSP may be served straight away.* | | **1.0** | **Investigation and Action Plan** | | 1.1 | Write to the complainant to arrange a meeting to discuss the complaints.  If you are planning to carry out the interview at their home check the [Check Before Contact Register (CBCR formerly the APR)](http://wandsworthi/Pages/Welcome.aspx) before arranging the interview.  If it is not possible to meet the complainant contact them by telephone and discuss the complaints. | | 1.2 | At the meeting discuss the complaint.  Obtain as much information as possible about the breach of tenancy.  Also discuss the options available that could help to resolve the problem. ([Click here](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Breach_Of_Tenancy_Lease/Breach%20of%20Secure%20Tenancy/Essential_Info/Detailed%20Guidance.htm) for detailed guidance in interview questions and technique). | | 1.3 | Carry out the following checks on the resident complained about:   * [CBCR](http://wandsworthi/Pages/Welcome.aspx) * Tenancy file for details of vulnerability, statutory or voluntary agency support, disability or medical or mental health problems, communication needs (also consider referral to a Tenancy Support Officer - [Tenancy Support Service Policies and Procedures](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Resident%20Involvement_Small%20Improvement%20Budget/HPP_A_Z_Index_f.htm)) * Saffron for details of any legal action already taken for rent arrears * Saffron for any disability or communication needs * ASB database to see if any incidents of ASB have been recorded | | 1.4 | Carry out further investigations including:   * Contacting other residents in the vicinity * Contacting other Housing Department sections e.g. Estate Services * Contact Wandsworth Emergency Control, and check for any CCTV images * Contacting other agencies e.g. Police, Fire brigade, Youth Offending Team, * Contacting support agencies e.g. Community Mental Health, Children’s/Adult Services, Education Welfare Services * Carry out a survey of any damage * Take photographs if necessary * Checking tenancy start date to ensure the tenancy is secure and not introductory. For introductory tenants see [procedure](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Resident%20Involvement_Small%20Improvement%20Budget/HPP_A_Z_Index_f.htm). | | 1.5 | **Vulnerable Residents**: Contact any agency providing care or support.  Speak to the resident's support worker and discuss the complaints received.  Consider referral to the [Tenancy Support Team.](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Resident%20Involvement_Small%20Improvement%20Budget/HPP_A_Z_Index_f.htm) | | 1.6 | Write to the resident complained about inviting them to an interview to discuss the complaints. | | 1.7 | Interview the resident complained about.  Give them details of the complaints made and evidence gathered from the investigations carried out (including dates and times of incidents).  Ensure you keep the identity of any complainant confidential.  Give the resident an opportunity to respond to the complaints.  Discuss the options for resolving the problem.  Make a note of all the points discussed during the interview.  Place a copy of your interview notes on the tenancy file and ASB database immediately. | | 1.8 | Consider alternative action to breach of tenancy (tenancy support, multi-agency support or treatment e.g. Family Recovery Project, noise abatement notices, ABC's, mediation, informal agreement, injunction, ASBO etc).  Where a decision is made to seek possession the reasons for this should be noted on the ASB database. | | 1.9 | Write to the alleged perpetrator confirming details of the interview and warning further substantiated complaints may result in service of a Notice of Seeking Possession.  The letter should include:   * Date of interview * Details of what was discussed, both the complaint and the resident’s response to this complaint * What was agreed at the interview * Consequences of any further breaches | | 1.10 | Write to the complainant confirming that you have met with the alleged perpetrator and confirming what action has been taken. | |  |  | | **2.0** | **Further Complaints** | | 2.1 | If further complaints are received carry out further investigations into the complaints following steps 1.1 - 1.10 of the procedure. | | 2.2 | Determine whether an assessment is required under the [Equality Act 2010](http://odi.dwp.gov.uk/disabled-people-and-legislation/equality-act-2010-and-dda-1995.php), by establishing:   * Whether the tenant or a member of the household has a disability * The nature of the disability (confirmed or suspected) * Whether there are concerns about the tenant 's [mental capacity](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Breach_Of_Tenancy_Lease/Breach%20of%20Secure%20Tenancy/Essential_Info/Definition%20of%20Mental%20Capacity.15.2.12.doc)   Earlier enquiries made to Children’s/Adult services or the community mental health teams should help to form a view as to whether a Disability Discrimination assessment is required.  If required complete the [Disability Discrimination Assessment](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Breach_Of_Tenancy_Lease/Breach%20of%20Secure%20Tenancy/HPP_Breach_of_Secure_Tenancy2_copy(1).htm#DD Assessment) and pass to the Area Housing Manager to authorise further action. | |  |  | | **3.0** | **Subletting** | | 3.1 | Before you consider enforcement action for breach of tenancy conditions for subletting ensure the relevant checks have been carried out as per the [Occupancy Check Procedure](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Resident%20Involvement_Small%20Improvement%20Budget/HPP_A_Z_Index_f.htm). | | 3.2 | Draft the notice as per section 4.0 below.  Before instructing the Borough Solicitor you should also consider in conjunction with the Area/Deputy Area Housing Manager and Audit whether to instruct them to prosecute under the Prevention of Social Housing Fraud Act 2013. | | 3.3 | The [Prevention of Social Housing Fraud Act 2013](http://www.legislation.gov.uk/ukpga/2013/3/contents/enacted) makes unlawful subletting a criminal offence.  The Act covers secure and flexible tenancies and refers to a tenant committing an offence if:   1. The tenant, in breach of the terms of his tenancy sub-lets the whole or part of the dwelling house without the landlord's written consent 2. The tenant ceases to occupy the dwelling as his only or principle home, and 3. The tenant knows that subletting is in breach of the term of his tenancy.   In addition, there is a greater offence committed if the tenant:   1. Dishonestly and in breach of his tenancy sub-lets part or the whole of the dwelling without the landlord's written consent.   if convicted the perpetrator could face a fine of up to £5000 or a prison sentence of up to 2 years depending on the offence. | |  |  | | **4.0** | **Notice(s)** | | 4.1 | **Further complaints received**: Carry out further investigations following steps 1.1 - 1.10 of the procedure. | | 4.2 | Check Saffron for details of any legal action already taken for rent arrears against the resident complained about.  If the Rent Collection Service have already served a Notice of Seeking Possession, are in the process of issuing a possession claim or have obtained a possession order seek the advice of the Area/Deputy Area Housing Manager.  In these circumstances it is still possible to serve a NoSP.  If there are rent arrears on the account contact the Rent Collection Service to confirm the level of arrears to include on the Notice Seeking Possession. | | 4.3 | Draft a [Notice of Seeking Possession](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Breach_Of_Tenancy_Lease/Breach%20of%20Secure%20Tenancy/HPP_Breach_of_Secure_Tenancy2_copy(1).htm#Notice of Seeking Possession) and/or [Notice before proceedings for a demotion order](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Breach_Of_Tenancy_Lease/Breach%20of%20Secure%20Tenancy/HPP_Breach_of_Secure_Tenancy2_copy(1).htm#Notice before Demotion Order).   If the person you are serving the notice on does not understand English the notice should also be served in the relevant language.  **Note:  Ensure the correct Notice of Seeking Possession is drafted for either a secure periodic or flexible fixed term tenant.** | | 4.4 | Pass the file, checked Notice(s) and covering letter to the Area or Deputy Area Housing Manager for signing on behalf of the Executive Chief Officer for Housing. | | 4.5 | Serve the Notice(s) at the resident's property by hand.  If the resident is known to be residing at a different address send an additional copy of the Notice to that address. | | 4.6 | Once the Notice(s) is served complete the certificate of service, attach it to the Notice and file immediately.  Email Deputy Area Housing Manager to confirm Notice(s) has been served (CC. Area Housing Manager). | | 4.7 | Enter Notice details on Saffron ensuring that the correct notice type is entered (see [Saffron Manual)](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Resident%20Involvement_Small%20Improvement%20Budget/HPP_A_Z_Index_f.htm).  Update the ASB database with details of the service of the Notice. | | 4.8 | Inform the Home Ownership department if there is a Right to Buy application being processed. | | 4.9 | Write to the complainant confirming a notice(s) has been served.  Update the ASB database to confirm a letter has been sent to the complainant. | | 4.10 | For tenants who may have difficulty understanding the implications of the notice and court action, or who may be seen by the court as unable to understand the implications, relevant advocacy services should be made available.  If the resident approaches you for legal advice on the Notice they should be advised to seek independent legal advice. | | 4.11 | **Publicity of legal action:** Tenants must be informed in writing that all cases proceeding to Court could be forwarded to the local press for publication where outcomes are successful (see the [Publicising Legal Action Procedure](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Resident%20Involvement_Small%20Improvement%20Budget/HPP_A_Z_Index_f.htm) for more information on this ). | |  |  | | **5.0** | **Court Hearing** | | 5.1 | **Further complaints received:** Carry out further investigations following steps 1.1 - 1.10 of the procedure. | | 5.2 | Pass file (with copies of Notice(s), written complaints, [DD Assessment](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Breach_Of_Tenancy_Lease/Breach%20of%20Secure%20Tenancy/HPP_Breach_of_Secure_Tenancy2_copy(1).htm#DD Assessment) and letters to complainants) to the Area Housing Manager to sign to authorise possession proceedings. | | 5.3 | Complete a memo of instruction to the Borough Solicitor, and update [Saffron](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Saffron%20Manual/Saffron_manual.htm).  Forward the memo and checklist with copies of the relevant documents (Tenancy agreement, complaints, DD assessment, warning letters, rent account print out, Notice(s), ASB case on database). | | 5.4 | Write to the complainant confirming that Court proceedings have begun. | | 5.5 | Write to resident complained of confirming Court proceedings have begun. | | 5.6 | **Particular(s) of Claim:** Read through carefully, sign and return. | | 5.7 | **Witness statement received**: Read through very carefully (amend and return if amendments required) sign and return immediately. | | 5.8 | **Date of Hearing received**: Make a note of the date of the court hearing, place a copy of the notification on file and update the ASB database.  Email the Deputy Area Housing Manager to confirm Court Hearing date has been received (CC. Area Housing Manager). | | 5.9 | Write to the complainant and inform them of the date of the Court hearing.  If they are required as a witness offer to arrange transport to and from the Court, and contact the Court Manager to arrange a waiting room for them before the hearing (if required). | | 5.10 | **Court hearing:**  Attend the Court hearing (usually at Wandsworth County Court, Upper Richmond Road, SW15) to give evidence.  Check the tenancy file and ensure there are copies of the following: The tenancy agreement; the tenancy conditions; the Notice(s) with the signed certificate of service attached; a current rent account print out.  Take the tenancy file and where applicable a print out from the ASB database to the court hearing. | |  |  | | **6.0** | **Court Outcome** | | 6.1 | Update Saffron with court outcome (see [Saffron Manual](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Saffron%20Manual/Saffron_manual.htm#Entry of Court action)).  Inform the Area and Deputy Area Housing Manager of the outcome of the case and update the ASB database.  ***NB:*** *It is important that the court outcome is inputted on Saffron as Rents and Home-ownership both access this screen to view if any action has been taken against the tenant.* | | 6.2 | Write to the complainant confirming outcome of the hearing. | | 6.3 | **If demoted order granted**: Inform tenant of the implications, monitor the case and refer to [Demoted Tenancy Procedure](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Archives/Demoted_Tenancies/HPP_demotion.htm). ([Click here](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Breach_Of_Tenancy_Lease/Breach%20of%20Secure%20Tenancy/Essential_Info/FAQ.htm) to find out more about demoted tenancies) | | 6.4 | **If the case is adjourned on terms:** Inform the tenant of the implications, and monitor the outcome. | | 6.5 | **If a suspended possession order is granted:** Inform tenant of the implications, and monitor the case. | | 6.6 | **If an outright possession order is granted:** Note date for possession order to come into force in diary and on the ASB database. | |  |  | | **7.0** | **Eviction** | | 7.1 | * Seek comments from any relevant agency to the consideration of eviction i.e. mental health trust that is providing care or support to any vulnerable resident. * Inform the Home Ownership department if there is a Right to Buy application being processed. * Contact children’s/adult services to check Frameworki for any involvement with the tenant or family members | | 7.2 | **All comments received:** Pass the tenancy file, Housing Management [Recommendation to Evict Form](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Breach_Of_Tenancy_Lease/Breach%20of%20Secure%20Tenancy/HPP_Breach_of_Secure_Tenancy2_copy(1).htm#Recommendation to Evict Form) and all other relevant documentation to the Area or Deputy Area Housing Manager.  Once agreed send the documentation to the Housing Business Support Assistant who will arrange for the Head of Housing Management and the Executive Chief Officer for Housing to agree the eviction. | | 7.3 | **Recommendation to evict received:** Send memo/email of instruction to the Borough Solicitor to obtain an eviction warrant. | | 7.4 | **Eviction date received**:   * Make a note in diary/ASB database of the eviction date and place a copy of the notification on file. * Email the Senior Estate Manager to confirm eviction date has been received (CC. Deputy Area Housing Manager). * Sign and return the Notice received from the court as soon as possible, the risk assessment can be sent later.   *[****Note:*** *In rent arrears cases, the Rent Collection Service will send email]* | | 7.5 | Email Senior Admin Officer confirming date for eviction.  The Senior Admin Officer will enter the eviction date in the office diary and arrange for a locksmith to attend the eviction.  If necessary the Senior Admin Officer will also arrange for a caging contractor to attend the eviction.  *[****Note:*** *In rent arrears cases, the Rent Collection Service will send email]* | | 7.6 | **Risk assessment:** Once the warrant seeking possession has been applied for a risk assessment needs to take place regarding the eviction. | | 7.7 | Seeking comments from the Police:   * Each area team should notify Housing Business Support at the time the warrant is applied for in order to enable 310 forms (Request for Information & Response) to be prepared. * Housing Business Support will send the 310 forms to the Information Sharing Officer at the Met Police who will provide any relevant information.          The following information will be required:   * Full name of the tenant and date of birth/age * Full names and date of birth/ages of any other people at the property or associated with the property   Once the information is received from the Police the Housing Business Support Team will send the information to the Senior Estate Manager co-ordinating the evictions. | | 7.8 | The Senior Estate Manager will liaise with the Housing Business Support Team to confirm whether Police presence is required at the eviction.  If Police are required at the eviction this will be arranged by the Housing Business Support Team.   *Note: The Police require as much notice as possible to attend evictions.  In certain circumstances evictions may also need to be re-arranged.* | | 7.9 | **Informing the complainant:** Write to the complainant confirming the eviction will take place. | | 7.10 | **Informing the tenants:** Write to tenant confirming eviction date and reminding them that they must clear the property of all possessions. | | 7.11 | **Eviction:** Attend the eviction, make contact with the Court bailiff on site, survey the property to ensure it is secure once the eviction is carried out and arrange any additional security measures required while on site via the Admin Team. Complete the [Vacant Property Indemnity Form](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Breach_Of_Tenancy_Lease/Breach%20of%20Secure%20Tenancy/HPP_Breach_of_Secure_Tenancy2_copy(1).htm#Vacant Property Indemnity Form) and pass to the Senior Admin Officer to process the void and make it available for re-letting.  If there are items left in the property take an inventory of the items and arrange storage. For further information see [furniture storage procedure](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Resident%20Involvement_Small%20Improvement%20Budget/HPP_A_Z_Index_f.htm). | | 7.12 | Where it is likely that the evicted tenant will return to the Housing Department and present as homeless inform the Housing Options Team of the eviction. | |  |  | |
| |  |  |  | | --- | --- | --- | | **LETTERS:** | **FORMS:** | **MEMOS/LEAFLETS:** | | [Notice of Seeking Possession Secure Periodic Tenancy Grounds 1 and 2](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/1_Letters_A_to_Z_Index/NOSP%20Secure%20Periodic%20Grounds%201%20&%202.doc) | [Recommendation to Evict Form](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/1_FORMS_%20A_to_Z_Index/Rec_to_evict%20form%202.rtf" \t "_blank) | [Council tenants' guide to tackling anti-social behaviour](http://www.wandsworth.gov.uk/downloads/200027/council_housing) | | [Notice of Seeking Possession Flexible Fixed Term Tenancy Grounds 1 and 2](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/1_Letters_A_to_Z_Index/NOSP%20Flexible%20Fixed%20Term%20Grounds%201%20&%202.doc) | [DD Assessment](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/1_FORMS_%20A_to_Z_Index/Disability_Discrimination_Assessment.doc" \t "_blank) |  | | [Notice before proceedings for a demotion order](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Archives/Demoted_Tenancies/Letters/Notice_before_proceedings.doc" \t "_blank) | [Vacant property indemnity form](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/1_FORMS_%20A_to_Z_Index/Indemnity%20Form.doc" \t "_blank) |  | |  |  |  | |
|  |

**CHAPTER 6: SCHEDULE 6 –** Anti-Social Behaviour and Harassment Policy and Procedure

1. **Definition of anti-social behaviour**

Anti-social behaviour is any conduct to which sections 153A(1) and 153B (2) of the 1996 Act, as inserted by Section 13 of the Anti-Social Behaviour Act 2003, apply. These sections apply to conduct which:

* Is capable of causing nuisance or annoyance to any person; and

Directly or indirectly relates to or effects the housing management functions of a relevant landlord; or Consists of or involves using or threatening to use housing accommodation owned or managed by a relevant landlord for an unlawful purpose.

* This will include, but will not be limited to, the following:
* Abandoned vehicles
* Businesses causing a nuisance
* Criminal activity
* Dogs, uncontrolled pets and other animals
* Domestic disputes and disturbances
* Domestic violence
* Drug/alcohol abuse and drug dealing
* Fly tipping
* Graffiti
* Harassment
* Litter
* Neighbour disputes
* Noise
* Playing in unsuitable areas (skateboarding or rollerblading on landings, football near windows, or in lobbies or on landings etc.)
* Parking and vehicle problems (including carrying out repairs)
* Racial and other harassment
* Rubbish (including leaving rubbish sacks on landings, lobbies, throwing things out of windows)
* Using or threatening to use violence
* Vandalism and criminal damage
* Youth anti-social behaviour and disorder

**Definition of Harassment**

Harassment is an extreme form of nuisance and anti-social behaviour against WPC service users and others. Specific definitions are as follows:

**Racial Harassment**

WPC has adopted the definition of racist incident as stated in the Stephen Lawrence Inquiry Report 1999 which is: “any incident which is perceived to be racist by the victim or any other person”.

This definition means that if anyone (for example the victim, a witness, a police officer or a housing officer) perceives an incident as racist, it will be recorded and dealt with as such.

**Sexual Harassment**

The interference with a person’s comfort or safety on grounds of gender or sexual orientation.

**Disability Harassment**

The interference with a person’s comfort or safety on grounds of their disability.

**Domestic Violence**

The use, attempt, or threat of violence, whether physical, emotional, sexual, mental or economic, within an intimate and/or family relationship. It reflects and reinforces inequalities of power within relationships and within society.

1. **Procedure for making a complaint of Anti-Social Behaviour**

Complaints should be made to WPC’s Estate Manager either in person, by telephone or in writing (letter or email). Each case will be treated with the utmost confidentiality. If any resident would prefer to have someone of their acquaintance in attendance when they make their complaint, this will be facilitated.

Details of the complaint will be recorded and an acknowledgement letter sent within 5 working days stating the name of the officer dealing with the complaint and when, and by which method, they can be contacted. The Estate Manager will, where appropriate, request assistance from appropriate agencies such as the Police, Victim support, community groups, church groups, voluntary groups, social services or other Council departments when dealing with a complaint of anti-social behaviour .

1. **Procedure for processing a complaint of Anti-Social Behaviour**

The timeline for all complaints of anti-social behaviour is the same as that for all complaints. See Chapter 7 Schedule4.

WPC’s Estate Manager will be responsible for investigating and processing the complaint and requesting support for the victim from other agencies as appropriate. The complainant will be asked to sign an ASB Complaint Form setting out an agreed plan of action which could involve the complainant:

* Approaching the person causing the problem and discussing it with them
* Taking legal action (e.g. injunction, statutory nuisance)
* Taking part in a mediation session
* Collecting evidence, keeping a diary, taking photographs, collaborating with other residents, the police or professional witnesses and being prepared to give evidence in court, if necessary.

It could involve the Estate Manager:

* Making a note of the complaint and keeping it on file for future reference should the problem recur or get worse
* Involving other agencies to provide care or support to the person causing the problem
* Inviting the other person to participate in a mediation session with you;
* Interviewing and writing to the other person warning that the behaviour is unacceptable
* Using an Acceptable Behaviour Contract (ABC) to moderate other person’s behaviour
* Starting legal action (such as using environmental protection powers, applying for an injunction, Anti-Social Behaviour Order, possession order or other legal powers).

In the case of racial harassment, he/she will comply with Wandsworth Council procedures and reporting requirements. All action, interviews, statements will be thoroughly documented and recorded.

If the complainant is unhappy with the service they have received from WPC in relation to an incident of ASB, the Estate Manager will directly refer them to the WPC’s general Complaints Procedure.

1. **Support for complainants and witnesses**

From the receipt of the original complaint, or the discovery of the incident/s of harassment, the Estate Manager will assess whether any special needs/ translation services etc are required. They will also carry out a risk assessment of home environment and request from the council the installation of appropriate witness protection measures should these be deemed necessary.

Support arrangements will include:

* Referral arrangements with other partners or agencies to ensure complainants are provided with practical, specialist or emotional support and advice as appropriate.
* Arrangements for regular visits or patrols by officers or other agencies.
* Provision of support to complainants and witnesses preceding, during and following any court proceedings.

1. **Procedure for addressing cases of Anti-Social Behaviour**

The table below, taken from the Council’s ASB procedure, sets out all the powers available to WPC, working with the Council, to deal with ASB:

|  |  |  |
| --- | --- | --- |
| Action | ASB | ASB Power |
| Informal interviews, meetings & warnings, | Minor, single incident ASB or noise | Informal |
| Mediation | Neighbour disputes | Informal |
| ABC | Youth nuisance, minor behavioural ASB | Informal |
| Community Mental Health Team | Psychiatric, mental health related ASB | Informal |
| Tenancy Support service | Vulnerable residents | Informal, Supporting People |
| Threshold tenancy support | Vulnerable residents (resettlement) | Informal, Supporting People |
| Equinox floating support | Alcohol/Drug misuse related ASB | Informal, Drug Action Team |
| Confiscation of hi-fi equipment | Statutory Noise Nuisance | Environmental Protection Act 1990 |
| Noise abatement notice | Statutory Noise Nuisance | Environmental Protection Act 1990 |
| Prosecution for breach of noise abatement notice | Statutory Noise Nuisance | Environmental Protection Act 1990 |
| Injunction (power of arrest) | Nuisance, annoyance, use or threatened use of violence | Section 153 Housing Act 1996 |
| Injunction (power of arrest) | Public nuisance to residents of the area | Section 222 Local Government Act 1972 |
| Demoted tenancy | Nuisance, annoyance | Section 82A Housing Act 1985 |
| ASBO joined to principle possession proceedings | Harassment, alarm or distress caused by residents family, or visitors | Section 85 Anti-Social Behaviour Act 2003 |
| Notice of Seeking Possession | Breach of tenancy condition, nuisance or annoyance, using the dwelling for illegal or immoral purpose, conviction of an arrestable offence | Section 83 Housing Act 1985 (secure tenants), Section 128 Housing Act 1996 (introductory tenants),  Section 146 Law of Property Act 1925 |
| Possession order | Breach of tenancy condition, nuisance or annoyance, using the dwelling for illegal or immoral purpose, conviction of an arrestable offence | Section 83 Housing Act 1985 (secure tenants), Section 128 Housing Act 1996 (introductory tenants),  Section 146 Law of Property Act 1925 |
| Eviction | Breach of tenancy condition, nuisance or annoyance, using the dwelling for illegal or immoral purpose, conviction of an arrestable offence | Section 83 Housing Act 1985 (secure tenants), Section 128 Housing Act 1996 (introductory tenants),  Section 146 Law of Property Act 1925 |

1. **Racial and other harassment policies and procedures**

WPC will comply with the Council’s Racial Harassment procedures and Domestic Violence procedures completing all of the necessary Council documentation within the Council’s timescales. The Estate Manager will ensure that accurate records are kept of all investigations of harassment including all of the action taken and advice given to complainants.

WPC will refer all cases requiring legal action to the Council, supplying a full background of all of the action taken to date and detailing the action that WPC requests the Council to take in terms of a Notice of Breach of Tenancy using the procedures set out in Schedule 5.

All cases of racial or other harassment should be reported to the Management Board, taking care not to breach any rules of confidentiality, and recorded in the Council’s Monitoring Report.

1. **Information exchange and data protection**

WPC will comply with the Council's Statement of Policies and Procedures in relation to ASB to ensure effective information exchange between all relevant agencies, and will ensure data protection. The Estate Manager will also comply with the WPC Confidentiality procedure.

1. **Provision of support to perpetrators and preventative work**

Where WPC establishes that there are tenants whose anti-social conduct is a consequence of their vulnerability (for example drug use or mental health issues), the Estate Manager will take steps to involve the appropriate agencies at the earliest opportunity. This may include, but is not limited to:

* Social Services including particular Social Workers
* Community support groups
* Voluntary agencies.
* The Council’s Tenancy Support Team

1. **Review arrangements**

WPC’s Estate Manager will ensure that records of ASB are maintained accurately and kept up to date.

Staff will have access to the records and forms but, due to confidentiality issues, access will be prohibited for the Board

ASB incidents will be detailed in the monthly reports to the Board and will detail:

* The number of incidents and complaints and nature of complaints
* Details of any mediation
* Details of agreements reached
* Details of any legal action taken
* Details of the person the subject of the alleged anti-social behaviourand the alleged perpetrator for profiling.

ASB incidents will be reported to the Council in the quarterly performance monitoring reports and in the annual review.

Arrangements for reporting of ASB will be reviewed annually or more frequently at the suggestion of WPC’s staff, Board or the Council.

1. **Sharing information**

WPC will take steps to publicise and reassure tenants and the wider community of action taken to tackle ASB, and to provide tenants with the information they need to report any breaches of injunctive measures which may have been served upon perpetrators.

Examples of this action to tackle anti-social behaviour will include:

* Public meetings
* Improvement programmes to address public safety
* Presentations about, and the promotion of a neighbourhood watch schemes
* Presentations from community safety experts including the police and community organisations
* Newsletters, poster and directly addressed letters informing residents about WPC’s targeted initiatives

**CHAPTER 6: SCHEDULE 7 –** Residents’ Disputes Policy and Procedure

* 1. **Scope of the policy**

The Tenancy Disputes Procedure is available to any lawful resident of WPC who has a complaint about another resident of WPC which does not involve allegations of threats of violence, intimidation or abuse, where the ASB and Harassment Policy and Procedure may be more appropriate.

* 1. **Procedure for making a complaint**

A resident can make a complaint in writing, by telephone or in person to the Estate Manager at WPC’s office. The complainant will be required to complete or may be assisted, by the Estate Manager of a nominated party, to complete a Complaints Form. This will set out the nature of the complaint, the details of the complainant and the alleged perpetrator.

All complaints will be listened to sympathetically and will be offered support in recording their complaint in writing.

* 1. **Procedure for investigating and deciding complaints**

WPC’s Estate Manager will be responsible for investigating the complaint.

The complainant will receive acknowledgement of their complaint with having been made, should they have not completed their form in the presence of the Estate Manager. The complainant will be invited to interview by the Estate Manager and interviewed in a non-judgemental manner within five working days of receipt of the complaints.

TheEstate Manager will ensure that the complaint is covered by his policy and with reference to the Tenancy Conditions will offer advice and guidance to the complainant.

In the first instance, the Estate Manager will encourage, wherever possible, that the problem be addressed by the parties concerned.

TheEstate Manager will contact the alleged perpetrator and any witnesses to the alleged offence/s, if appropriate, and invite to interview, within five working days of the complainant’s interview.

The Estate Manager can make no judgement as to 'fault' at this point and cannot threaten court action, notice seeking possession or breach of tenancy until the matter has been investigated.

The Estate Manager will carry out the investigation and advise on appropriate action to solve the problem within 5 working days of the interview of the alleged perpetrator or, if no such interview should take place, within 10 days of the complaint having been made. The Estate Manager will consider all evidence presented including any reports from Environmental Health, police etc and will also contact other agencies, as appropriate, to ensure relevant authorities are involved.

Where no clear breach of tenancy has occurred but there is a clear breakdown between neighbours then WPC will attempt to resolve the dispute by mediation between the two parties. The Estate Manager will arrange sessions and invite all parties concerned to meet within 10 days of the above mentioned decision being made. The Estate Manager or a committee member having completed the requisite training, will facilitate this mediation. Where necessary, a trained manager from another RMO, or the council, will be asked to facilitate the mediation sessions if it is not reasonable for the Estate Manager to be involved.

In instances where the Estate Manager is satisfied that a clear breach of tenancy has occurred and all avenues to solve the problem have failed, WPC will proceed in accordance with the ‘Breach of Tenancy agreement’ procedure as detailed in Chapter 6 Clause 7 of the MMA.

* 1. **Rights of both parties to the complaint**

Due attention and consideration will be given to the Equal Opportunities Policy when considering complaints.

Complainant will be dealt with sensitively, confidentially and discreetly. The process of investigating a complaint will be explained to the complainant and the subject of the complaint. The complainant’s identity will be kept confidential until such time as they give permission for it to be revealed. This permission should be given in writing wherever possible.

All parties have a right to be accompanied and supported and the following representatives are recognised:

* An interpreter - provided by WPCif necessary
* A friend
* A legal representative
* An advocate

Both the complainant and the subject of the complaint will be informed of their right to appeal against WPC’s decision. Either party has the right to request independent mediation of the dispute if they would rather that the Estate Manager not be involved. Alternative options are detailed in the above section.

* 1. **Record keeping and monitoring requirements.**

WPC will keep detailed records relating to the investigation of complaints including records of interviews with all parties involved, recommendations made and any assistance sought including referrals to mediation services. The Estate Manager will ensure that all incidents reported, together with all action taken and any outcomes, are recorded on the quarterly monitoring reports to the Board and the Council.

Confidentiality Procedures will be fully complied with and the Board will not be given any information that would lead them to identify the complainant or the alleged perpetrator unless all parties expressly state otherwise.

**CHAPTER 6: SCHEDULE 8 –** Mutual Exchange Policy and Procedure

1. **Responding to requests for a mutual exchange**

The Council will be responsible for dealing with all applications in accordance with its policy and procedure. Wimbledon Park Co-operative will provide such information as the Council requests.

The Council will, in acknowledging receipt of applications, inform applicants of their rights. This includes their right to a written decision within 42 days, the grounds on which the application might be refused, and the means of appeal to the council and the County Court.

1. **Grounds for refusal**

The grounds for withholding consent to an exchange include the following:

* That the applicant will be moving to accommodation inadequate to their needs,
* That the applicant will be moving to accommodation more than one bedroom in excess of their needs,
* That there is a current order for possession agreed by the court in respect of at least one of the tenancies involved,
* That at least one of the properties has been adapted for elderly or special needs and that the applicant does not qualify for this type of accommodation,
* That the accommodation is tied,
* That the landlord is a charity and the proposed tenant’s residence would conflict with the aims of the charity,
* That at least one of the applicants has been issued with a Notice of Intention of Seeking Possession.

1. **Grounds for conditional consent**

Conditions include the discharge of rent arrears and/or other outstanding

breaches of tenancy obligations which must be remedied.

1. **Notification requirements**

The exchanging authority and the applicants will be notified of the decision within

the 42 day period.

**CHAPTER 6: SCHEDULE 9 –** Voluntary Assignments Policy and Procedure

The Council will be responsible for dealing with all voluntary assignments in accordance with its policy and procedure.

Wimbledon Park Co-operative will provide such information as the Council requests.

**CHAPTER 6: SCHEDULE 10 –** Sub-Letting Policy

The Council will be responsible for dealing with all applications to sub-let in accordance with its policy and procedure. See Tenancy Conditions attached as Annex B to Chapter 6.

Wimbledon Park Co-operative will provide such information as the Council requests.

**CHAPTER 6: SCHEDULE 11 –** Giving Consents

1. **Areas for which consent is required**

This paragraph sets out the areas for which tenants and leaseholders must

obtain the consent of either WPC or the Council.

1. Parking permits
2. Alterations to the internal property
3. Alterations to the internal structure of the dwelling,
4. Alterations to the external property
5. Changes to pipe-work, central or other heating
6. Alterations to storage capacity
7. Erection of satellite dishes or other multimedia equipment to the external of the building
8. Consent to take in lodgers
9. To run a business from the dwelling
10. Sub-let part of the dwelling
11. Mutual exchange tenancy
12. Park a boat, caravan, trailer or business vehicle on the property or communal areas
13. **Applications to obtain consent**

Applications should be made to WPC’s office including details of the matter for

which resident requires consent together with supporting information where

applicable.

When necessary, the Estate Manager will liaise with the Council before giving or

refusing consent.

1. **Dealing with applications**

WPC’s Estate Manager, in liaison with the Council, will process all applications

within the timescales agreed and set out in Council procedures.

**CHAPTER 6: SCHEDULE 12 –** Right to Buy:Enquiries before exchange of contracts

1. **Making enquiries**

* Enquiries should initially be made to the Council who will request any relevant
* Information from Wimbledon Park Co-operative (WPC). This may include the
* level of annual service charges, any proposed works which may need to be set
* out on a S.125 notice and/or are likely to be carried out in the next five years any
* other relevant information requested by the buyer’s solicitor.

1. **Responding to enquiries**

* The Council will respond to enquiries within the timescales laid down in its Right
* to Buy policy. WPC will provide all the necessary information to enable it to do so.

1. **Charges**

The Council will charge the fees stated within its procedures at the time the enquiry is made. The Council will pay an agreed sum to WPC for providing the relevant information to enable it to respond to the enquiry.

**CHAPTER 6: ANNEX A** – The Tenancy Agreement

**INSERT PDF OF TENANCY CONDITIONS**

**16 pages**

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**CHAPTER 6: ANNEX B** – The Council’s Succession Policy

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| **Succession** When a secure, introductory or flexible fixed term tenant of the Council dies, a family member may be entitled to succeed to the tenancy. The succession rights of secure tenants vary depending on the date the tenancy was granted.  The rules governing succession are set out in the Housing Act 1985 (amended by the Localism Act 2011) for secure tenants and in the Housing Act 1996 for introductory tenants. This procedure provides guidance to staff dealing with requests to succeed to a tenancy.  **\*\*\*\*PLEASE NOTE THROUGHOUT THIS PROCEDURE THE CHANGES TO SUCCESSION RIGHTS FOR SECURE TENANCIES COMMENCING ON OR AFTER 1ST APRIL 2012.\*\*\*\*** |
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| |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | |  |  | | --- | --- | | **ESSENTIAL INFO:** | | |  | Vision & Goals | |  | Legislation | |  | Decision Matrix | |  | [Detailed Guidance](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/Essential%20Info/Section%2088%20of%20the%20Housing%20Act%201985%20Cases%20where%20the%20tenant%20is%20a%20successor.doc) | |  |  | |  |  | |  |  | |  |  | |  |  | |  |  | |  |  | |  |  | |  | |  |  | | --- | --- | | **CONTENTS:** | | |  | [Initial Checks into Eligibility](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Initial_Checks_into_Eligibility_) | |  | [Deceased Tenant was a Successor](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Deceased_Tenant_was_a_successor) | |  | [Deceased Tenant was not a Successor](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Deceased_Tenant_was_not_a_successor) | |  | [Requesting Information](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Requesting_Information) | |  | [Confirming Succession has taken place](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Confirming_succession_has_taken_place) | |  | [Suitability of the property](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Suitability_of_the_property) | |  | [Ground 15A - the dwelling is more extensive than reasonably required](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Ground_15A_-_the_dwelling_is_more_extensive_than_reasonably_required_by_the_successor_tenants_household0) | |  | [Ground 13 - the dwelling has been adapted for a disabled person](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Ground_13_-_the_dwelling_has_been_adapted_for_a_disabled_person_and_the_successor_is_not_disabled0) | |  | [Drafting a Notice on Ground 15A or Ground 13](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Drafting_a_notice_on_Ground_15A_or_Ground_13) | |  | [Offer of alternative accommodation](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Offer_of_alternative_accommodation) | |  | [Successor tenant refuses offer of suitable alternative accommodation](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Successor_tenant_refuses_offer_of_suitable_alternative_accommodation0) | |  | [Eviction](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Eviction) | |  | [Letters/Notices/Forms](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Letters) | | |
| |  |  |  |  | | --- | --- | --- | --- | | **PROCEDURE NO.** | **CONTACT** | **PUBLISH DATE** | **PREVIOUS NOTE** | | 48 Version 4 | Kay Willman | 4th March 2013 | [48 Version 3](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Archives/Succession/HPP_New_Succession.htm) | |
| |  |  | | --- | --- | |  |  | | **1.0** | **Initial Checks into Eligibility** | | 1.1 | When a tenant has died a member(s) of the deceased tenant’s family may claim that they are entitled to succeed to the tenancy. The succession to a tenancy is dependent on whether they are qualified to succeed. | | 1.2 | Check Saffron and the tenancy file to see whether the deceased tenant was already a successor tenant (see [detailed guidance](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/Essential%20Info/Section%2088%20of%20the%20Housing%20Act%201985%20Cases%20where%20the%20tenant%20is%20a%20successor.doc) for cases where a tenant is a successor tenant). For secure tenancies granted on or after 1st April 2012 ensure you check the tenancy agreement and Saffron (page 3 on tenancy screens) to confirm no additional succession rights have been given\*.  \*In exceptional circumstances the Council (agreed by Lettings Section) may grant additional succession rights which will be specified in the tenancy agreement. This may occur in instances where a tenant (pre 1st April 2012) wishes to downsize but does not want to lose their existing succession rights e.g. the succession rights of a son/daughter when signing a new tenancy.  In order to facilitate a move the Council may agree that in these circumstances an additional succession right may be given. | |  |  | | **2.0** | **Deceased Tenant was a Successor** | | 2.1 | Write to confirm that there is no statutory right of succession.  Confirm to the person requesting succession that the Council has the discretion under the [Allocations Scheme](http://www.wandsworth.gov.uk/downloads/download/114/finding_a_home) to allocate housing in exceptional circumstances and that a formal application for a Discretionary Allocation will have to be made.  Enclose with the letter a Housing Application Form and Medical Assessment Form. Please refer to the [Discretionary Allocations](http://housinginfo/Policyandprocedures/Policy_and_Procedures/HPP_A_Z_Index_f.htm) procedure. | | 2.2 | Introductory and secure periodic tenancies  Where the deceased tenant was a successor tenant draft a [Notice to Quit](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/Essential%20Info/NTQ%20personal%20reps.doc) and serve it on “The Personal Representatives of" the deceased tenant at the last known address  and send a copy to the [Public Trustee.](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/Essential%20Info/Public%20Trustee%20letter.doc)  Set up the occupier as an unauthorised occupant (see [Unauthorised Occupation](http://housinginfo/Policyandprocedures/Policy_and_Procedures/HPP_A_Z_Index.htm) procedure).  **\*\*\*\*NOTE: for flexible fixed term tenancies an NTQ cannot be served\*\*\*\*** | | 2.3 | Flexible Fixed Term Tenancies  **Flexible Tenancy *is* secure at the time of death**  When a secure flexible tenant dies, the tenancy forms part of their estate. If the tenancy passes under the deceased tenant’s Will or intestacy to a person who qualifies as a successor, then that person becomes the secure flexible tenant for the remainder of the fixed term.  If, however, it passes to a person who is not qualified to succeed, or it is known that when the tenancy passes it will be to such a person (e.g. because the deceased tenant was a successor), the fixed-term tenancy ceases to be secure.  In this situation the Council can apply to the court for an order for possession before the expiry of the fixed term.  The Council must first serve a [statutory notice under s.90 of the Housing Act 1985](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/Essential%20Info/Notice%20Requiring%20Possession.doc) stating that it requires possession of the dwelling-house on the “Personal Representatives of” the deceased tenant at the last known address, and send a copy to the Public Trustee.  The notice must specify a date after which possession proceedings may be begun, which must be at least four weeks after the date of service of the notice. The tenancy ends when the order is executed by a possession warrant.  Follow [Death of Tenant Procedure for Flexible Fixed Term Tenants](http://housinginfo/Policyandprocedures/Policy_and_Procedures/HPP_A_Z_Index_f.htm) to deal with any people remaining in the property after service of the notice. | | 2.4 | **Complete Certificate of Service:** Once the Notice has been served as per 2.2 and 2.3, complete a certificate of service, and attach it to a copy of the Notice and file immediately.  When the Notice expires instruct the Borough Solicitor to issue possession proceedings.  Forward the memo of instruction with a copy of the tenancy file. | | 2.5 | Please see relevant [Death of a Tenant](http://housinginfo/Policyandprocedures/Policy_and_Procedures/HPP_A_Z_Index.htm) procedure (determining the tenancy) for additional guidance on sending a copy of the Notice to the Public Trustee. | |  |  | | **3.0** | **Deceased Tenant was not a Successor** | | 3.1 | Check the person requesting succession is entitled to succeed.  To be eligible they must have been:   * Occupying the dwelling as their only or principal home at the time of the tenant’s death (unless they were a joint tenant, in which case they take over the tenancy under the common law right of survivorship, whether or not they were in occupation when the tenant died); and * The deceased tenant's spouse, [civil partner](http://housinginfo/Policyandprocedures/Policy_and_Resources/Guidance_Notes/Documents/Archived/Briefing_Note_CivilPartnershipsAct2004.pdf) (or a person with whom the tenant lived as if they were husband and wife or civil partners); or * Another member of the deceased tenant's family \*\*\*(**for secure tenancies granted before 1st April 2012 only and all introductory tenancies**)\*\*\*; or * In an exceptional case, expressly granted additional succession rights in the tenancy agreement.   The rights of occupiers of Council housing to succeed to a secure tenancy are governed by sections 86A and 88 of the 1985 Housing Act as amended by the Localism Act 2011. The rights of succession to introductory tenancies are set out in sections 131 and 132 of the Housing Act 1996. For further clarification on who is eligible [click here.](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/Essential%20Info/Table%20of%20succession%20rights.6.11.12.doc) | | 3.2 | **Succession by a minor**  A minor can succeed to a tenancy as a member of the deceased tenant's family. If an adult is looking after the child in the property it may be appropriate to enter into a [D](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Letters)[eed of Guarantee](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Letters)with that person to ensure that the rent is paid and the tenancy is conducted appropriately until such time as the tenant becomes an adult.  Once the deed of guarantee is signed by the tenant it must be sent to the Borough Solicitor to be sealed by the Council.  In these circumstances seek the advice of the Deputy or Area Housing Manager. | | 3.3 | **Please note:** For secure tenancies started on or after 1st April 2012, there are no statutory rights of succession for family members.  In these instances a discretionary tenancy can be considered, but will generally only be granted in certain circumstances.  For more information see [Allocations Scheme](http://www.wandsworth.gov.uk/downloads/download/114/finding_a_home). | |  |  | | **4.0** | **Requesting Information** | | 4.1 | If the person requesting succession appears to be eligible, write requesting the death certificate, documentary proof of relationship to the deceased tenant and proof of residence at the property.  It can be difficult to assess documentary proof of relationship and this should be dealt with on a case by case basis.  Information that should be considered includes:   * Proof of Joint Bank Account * Whether benefit claims have been made jointly * Utility bills in joint names   For case law that has considered proof of relationship [click here](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/Essential%20Info/Establishing%20Proof%20of%20Partner%20Relationship.doc). | | 4.2 | The death of a spouse, civil partner, partner or family member is a traumatic and stressful event.  The matter should be approached sensitively and condolences on their loss should be offered.  When constructing a letter include (where applicable):   * Offer of condolences * Request a copy of the deceased tenant's death certificate * If the person requesting succession is a family member also request documentary proof of 12 months residence\* (e.g. utility bill, bank statements) and confirmation of their relationship to the deceased.   \***Note**:  This can include time at a previous property.  You should also include information on the following:   * Request confirmation of the number of people residing in the household.  Advise that if the person requesting the succession is a family member (including living as if a spouse/civil partner) and the dwelling concerned is too extensive for their household the Council **may** require them to move to suitably sized alternative accommodation (Ground 15a). * If the person requesting the succession is occupying a dwelling that has been adapted to suit a disabled person, and they are not disabled, confirm that the Council will require them to move to suitable alternative accommodation (Ground 13). If you are not sure whether the person requesting the succession is disabled write requesting details of any medical conditions that need to be taken into account when considering their housing need - enclose a Medical Assessment form with the letter.   If the information provided to prove 12 months residency is not satisfactory it may be advisable to request details of previous addresses where they have lived to make further checks. | | 4.3 | If the person requesting succession is unable to provide the required information see section 2.2 - 2.3 to serve the relevant notice. | |  |  | | **5.0** | **Confirming Succession has taken place** | | 5.1 | When the death certificate, documentary proof of residence, relationship, household member and medical conditions as required have been received, check the documents prove the person requesting succession:   * was/is using the property as their only or principal home, * was the previous tenant's spouse, civil partner, joint tenant or family member (where applicable) * was residing with the deceased tenant for at least 12 months before the date of death (where applicable) | | 5.2 | Seek approval from the Deputy or Area Housing Manager and if the person requesting succession is eligible to succeed amend Saffron to show the succession has taken place.  See [Saffron Manual.](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Saffron%20Manual/Saffron_manual.htm) | | 5.3 | The date of succession is the date of the death of the tenant.  However, for administrative purposes only on Saffron, use the Monday after the date of the tenant's death as the succession date for Saffron. | | 5.4 | **Important Notes For Updating Saffron:**   * If the successor was a joint tenant with the deceased tenant, when updating Saffron choose OPTION 1 to keep the same rent account. * If the deceased tenant was a sole tenant, when updating Saffron choose OPTION 3 to create a new rent account for the successor tenant. | | 5.5 | \*\*\*\*Print out a screen print from Saffron confirming the succession has taken place and put this on the tenancy file.\*\*\*\* | | 5.6 | E[mail the Principal Rent Accountant](mailto:cgowdy@wandsworth.gov.uk) to change the rent charged at the property back to its previous rate as Saffron will always increase the rent charged to the property to the full valuation rent when a succession is processed on Saffron.  It is Council policy to "cap" rent increases in these circumstances. | | 5.7 | Write to the person requesting succession confirming they have succeeded to the tenancy. | |  |  | | **6.0** | **Suitability of the property** | | 6.1 | **Requiring a successor to move**  The Council is entitled to issue possession proceedings in respect of secure tenancies, including flexible fixed term tenancies, if the property is:   * more extensive than is reasonably required by the successor tenant; or * the property has been adapted for a disabled person and the successor is not disabled; and * there is suitable alternative accommodation available.   **Important Note:** Ground 15A (under occupation) cannot be used in relation to a spouse, civil partner or a joint tenant. | | 6.2 | There are no grounds for possession set out in the introductory tenancy regime in the Housing Act 1996.  Instead the Council must give specific reasons for seeking possession in respect of an introductory tenancy, therefore for the purposes of this procedure introductory successor tenants under-occupying should be treated in exactly the same way as secure or flexible fixed term successor tenants.  Where required, introductory tenants will be served with an Introductory Tenancy Notice of Possession Proceedings and will also have the right to request a review of the decision to serve a Notice (see [Breach of Introductory Tenancy](http://housinginfo/Policyandprocedures/Policy_and_Procedures/HPP_A_Z_Index.htm) Procedure for further information). | | 6.3 | In circumstances where the successor has agreed to move to more suitable accommodation within 6 months of the death of the previous tenant complete a transfer application form and follow section 10.0.  If an offer of accommodation has not been made within 6 months of the death of the previous tenant then draft a notice as per section 7.0 to 9.0. | |  |  | | **7.0** | **Ground 15A - the dwelling is more extensive than reasonably required by the successor tenant's household** | | 7.1 | Check Saffron to confirm the size of the property, i.e. the number of bedrooms a property has (see [S](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Saffron%20Manual/Saffron_manual.htm)[affron Manual)](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Saffron%20Manual/Saffron_manual.htm). Compare the property size to the successor tenant's household.  For guidance refer to the Council's [Allocation Scheme](http://www.wandsworth.gov.uk/downloads/download/114/finding_a_home)[.](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Assessing_Applications/HousingAllocationScheme.pdf)  For further information contact the Lettings team on 0208 871 6812. | | 7.2 | **Considerations before requiring a successor tenant to move**  Ground 15A of Schedule 2 of the Housing Act 1985 sets out the following matters that must be taken into account by the court in deciding whether it is reasonable to require the successor tenant to move:   * the age of the successor tenant; * the length of time the successor tenant has occupied the dwelling as their only or principal home; and * any financial or other support given by the successor tenant to the previous tenant.   The court will also take account of any other relevant matters put forward by the tenant and the Council.  In addition a court will only award possession where it considers it reasonable to do so and is satisfied that suitable alternative accommodation will be available for the successor tenant when the order takes effect. (Section 84 of the Housing Act 1985). A full assessment of the successor's medical and social needs is required to satisfy the court it is reasonable to require the successor to move, and that the alternative accommodation is suitable, which includes:   * Medical conditions; * Social needs (such as family support in the area, need to accommodate children etc.); * Any other matters concerning the successor and their need to occupy the current property. | | 7.3 | ***Note:*** The Court of Appeal ruled in the case of LB Wandsworth v Randall (2007) that the composition of the family for the purposes of ground 15A (determining whether the property is more extensive than is reasonably required and the suitability of alternative accommodation) is not fixed at the date of succession, but is determined as at the date of the court hearing | | 7.4 | Explain to the successor tenant that all relevant matters will be taken into account when deciding whether it is reasonable to require them to move to alternative accommodation (as above).  Arrange an appointment with the successor tenant to discuss their under-occupation and complete the [Under-Occupying Successor Form.](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Letters) | | 7.5 | If the successor tenant does not provide any evidence to support them remaining in the current dwelling, a [succession and under-occupying letter](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Letters) should be sent with a transfer application form enclosed.  Forward the under-occupying successor form and property file to the Area Housing Manager to check and sign. | | 7.6 | If the successor tenant provides evidence to support their case for remaining in the current dwelling, collect any documents and evidence and  refer the under occupying successor form, the supporting documents and the property file to the Area Housing Manager for consideration. The Area Housing Manager should request the advice of the Council's Medical Adviser where the successor tenant indicates a medical condition that should be taken into account in the assessment. | | 7.7 | The Area Housing Manager must consider all the information available and decide whether it is reasonable to require the successor tenant to move to alternative accommodation. The Area Housing Manager's decision must be confirmed to the successor in writing. | | 7.8 | If the Area Housing Manager's decision is that it is considered reasonable to request the successor tenant move to suitable alternative accommodation a transfer application form should be included with the letter. | |  |  | | **8.0** | **Ground 13 - the dwelling has been adapted for a disabled person and the successor is not disabled** | | 8.1 | Obtain any medical information if the successor tenant or household member(s) requires the use of the disability adaptations. | | 8.2 | The Area Housing Manager should request the advice of the Council's Medical Adviser where the successor tenant indicates any medical condition that should be taken into account in the assessment. | | 8.3 | If the Area Housing Manager's decision is that it is considered reasonable for the successor tenant to move from the adapted dwelling to more suitable alternative accommodation their decision must be confirmed in writing and a transfer application form enclosed. | |  |  | | **9.0** | **Drafting a Notice on Ground 15A or Ground 13** | | 9.1 | Where it is reasonable for the successor to move serve a [Notice of Seeking Possession on Ground 15A](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Letters) or [Ground 13](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Letters) for secure tenancies (including flexible fixed term tenancies) or for an introductory successor an Introductory Tenancy Notice of Possession Proceedings. | | 9.2 | Under Ground 15A the notice must be served not less than 6 months, or more than 12 months, after the date of the death of the previous tenant (or the date when the Council became aware of the tenant’s death).  Draft a Notice of Seeking Possession (NoSP) for [secure tenancies](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/Essential%20Info/NOSP%20Gnd15A.doc) (including [flexible fixed term tenancies](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/Essential%20Info/Ground%2015A%20NoSP%20-%20Flexible%20Fixed%20term%20secure%20tenancies%206%2012%2012.doc)) or [Introductory Tenancy](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Breach_Of_Tenancy_Lease/Breach_of_Introductory_Tenancies/Breach%20of%20intro%20forms%20letters%20etc/ITN.doc) Notice of Possession Proceedings (NoPP) (see [Breach of Introductory Tenancy Procedure](http://housinginfo/Policyandprocedures/Policy_and_Procedures/HPP_A_Z_Index_f.htm)). | | 9.3 | The Notice must give a full 28 days and end on a Monday. | | 9.4 | Pass the file, Notice and covering letter to the Area or Deputy Area Housing Manager for checking and signing on behalf of the Director of Housing. | | 9.5 | Serve the Notice at the tenant's property by hand. | | 9.6 | Once the Notice has been served complete the certificate of service, and attach it to a copy of the Notice and file immediately. Email the Deputy Area Housing Manager to confirm the Notice has been served (CC. Area Housing Manager). | | 9.7 | Enter the Notice details on Saffron ensuring that the correct notice type is entered (see [Saffron Manual](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Saffron%20Manual/Saffron_manual.htm) - Legal/enforcement action). | | 9.8 | Make a note in your diary of the date of expiry of the Notice (the date after which possession proceedings can commence). | |  |  | | **10.0** | **Offer of alternative accommodation** | | 10.1 | If the Area Housing Manager decides it is reasonable for the successor to move, request the Re-housing Manager to register the successor tenant on the Council's Interest Queue. | | 10.2 | Forward the tenancy file with the [Under-Occupying Successor Form](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Letters) signed off by the Area Housing Manager, a completed [Management Transfer Request form](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Letters) and the completed transfer application form with passport photographs to the Housing Entitlement and Assessment Manager. | | 10.3 | Liaise with the Voids and Allocations Manager by email on a monthly basis on progress of the offer of suitable alternative accommodation to the successor tenant. The case will also be added to the Estate Manager's supervision notes held by the Senior Estate Manager to ensure the case is progressed. | |  |  | | **11.0** | **Successor tenant refuses offer of suitable alternative accommodation** | | 11.1 | Once the notice expires and an offer of accommodation has been refused instruct the Borough Solicitor to issue possession proceedings.  Forward the memo of instruction with copies of the relevant documents (Tenancy agreement, details of the succession, [Under-Occupying Successor Form](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Letters), offer made (Ground 15A), or, details of the adaptations carried out to the dwelling that make it suitable for occupation by a disabled person (Ground 13), rent account print out and the Notice).  \*\*\*\***Note:** The original offer of alternative accommodation does not need to be held throughout the following process but another suitable property must be available by the court hearing date. The Estate Manager should liaise with the Allocations Team.\*\*\*\* | | 11.2 | **Witness statement received**  Read through very carefully (amend and return if amendments are required), then sign and return immediately. | | 11.3 | **Date of Hearing received** When the date of the Court Hearing is known make a note in your diary of the date and place a copy of the notification on the property file.  The date should be updated on [Saffron](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Saffron%20Manual/Saffron_manual.htm#Entry of Court action) (see Saffron manual).  The Voids and Allocations Manager should also be informed to ensure another offer of suitable alternative accommodation is available at that time. | | 11.4 | **Court Hearing** Attend the possession hearing (usually at Wandsworth County Court, Upper Richmond Road, SW15) to give evidence. Check the tenancy file and ensure there are copies of the following:   * The tenancy agreement * The tenancy conditions * The Notice with the signed certificate of service attached * A current rent account print out * The housing application form * The Area Housing Manager's decision on reasonableness to require the move and any supporting documents * Details of areas of preference and any medical factors to be taken into account * Details of the offer of alternative accommodation * Ensure you take the tenancy file to the court hearing. | | 11.5 | If the court orders possession note the date for the possession order to come into force and update [Saffron](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Saffron%20Manual/Saffron_manual.htm#Entry of Court action) (see Saffron Manual). | |  |  | | **12.0** | **Eviction** | | 12.1 | If the successor tenant fails to move upon expiry of the possession order, complete the relevant sections of a [Recommendation to Evict form](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Letters). | | 12.2 | If required write to the Director of Adult/Children's Services advising of the situation and requesting written comments relevant to the consideration of eviction.  Write to any other agency (for example the Mental Health Trust) that is providing care or support to a vulnerable successor tenant requesting their comments.  Give a prompt deadline for a response to proceed as quickly as possible. | | 12.3 | Once all comments have been received pass the tenancy file, recommendation to evict form and all other relevant documentation to the Area Housing Manager for agreement.  It should then be passed to the Divisional Head and the Director of Housing for approval. | | 12.4 | Once the recommendation to evict has been received send a memo to the Borough Solicitor to obtain an eviction warrant. | | 12.5 | Advise the Business Support Assistant by email that a Bailiff Warrant has been applied for so that a police check can be carried out prior to the eviction date being received. | | 12.6 | The Borough Solicitor should notify the Area Team of the eviction date set.  The Estate Manager should make a note in their diary of the eviction date and a copy of the notification should be placed on the property file. | | 12.7 | The Business Support Assistant should advise the Senior Admin Officer and Senior Estate Manager by email the confirmed date and time of the eviction and confirm if police assistance will be required. The Senior Admin Officer should enter the eviction date in the office diary and arrange for a locksmith and caging contractor to attend the eviction. | | 12.8 | Attend the eviction, make contact with the Court bailiff on site, survey the property to ensure it is secure once the eviction is carried out and arrange any additional security measures required while on site via the Admin Team. Complete the [Indemnity Form](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/HPP_New_Succession_copy(1).htm#Letters) and pass to the Senior Admin Officer to process the void and make it available for re-letting. | | 12.9 | On the same day email Wandsworth Emergency Control (WEC) to inform them that the eviction has been carried out to ensure that the evictees cannot later claim they have been locked out and ask WEC to let them back in. | | 12.10 | Photographs of any possessions remaining in the property should be taken and the belongings should be placed into storage. Please follow [furniture storage-tenants](http://housinginfo/Policyandprocedures/Policy_and_Procedures/HPP_A_Z_Index.htm) procedure. | |
| |  |  |  | | --- | --- | --- | | **LETTERS:** | **NOTICES:** | **FORMS:** | | [Public Trustee covering letter for Notice on Personal Representatives](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/1_Letters_A_to_Z_Index/Public%20Trustee%20Cover%20Letter.doc) | [Break Notice on Personal Representatives](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/Essential%20Info/Template%20Break%20Notice%20%20-%20Landlord%20personal%20reps.26.2.13.doc) | [Under-Occupying Successor Form](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/Essential%20Info/Rec_to_succeed.rtf) | | [Succession and Under-Occupying Letter](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/1_Letters_A_to_Z_Index/Successor%20and%20underoccupying%20letter.1.3.13.doc) | [Notice to Quit on Personal Representatives](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/Essential%20Info/NTQ%20personal%20reps.doc) | [Recommendation to Evict form](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/1_FORMS_%20A_to_Z_Index/Rec_to_evict%20form%202.rtf) | | [Deed of Guarantee](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/1_Letters_A_to_Z_Index/rent%20guarantee4%201%2012.doc) | [Notice of Seeking Possession ground 15A - Secure Periodic Tenants](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/Essential%20Info/NOSP%20Gnd15A.doc) | [Management Transfer Request Form](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/1_FORMS_%20A_to_Z_Index/Lettings%20Forms/Man%20Tran%20Request%20Form.docx) | |  | [Notice of Seeking Possession Ground 15A - Flexible Fixed Term Tenancies](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/Essential%20Info/Ground%2015A%20NoSP%20-%20Flexible%20Fixed%20term%20secure%20tenancies%206%2012%2012.doc) | [Indemnity Form](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/1_FORMS_%20A_to_Z_Index/Indemnity%20Form.doc) | |  | [Notice Requiring Possession on Personal Representatives](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/Succession/Essential%20Info/Notice%20Requiring%20Possession.doc) |  | |  | [Introductory Tenancy Notice of Possession Proceedings](http://housinginfo/Policyandprocedures/Policy_and_Procedures/Procedures/1_Letters_A_to_Z_Index/NoPP%20ITN.doc) |  | |

**CHAPTER 7 STAFFING & THE RELATIONSHIP BETWEEN THE**

**COUNCIL & WIMBLEDON PARK CO-OPERATIVE**

**Schedule 1** Staff Transferred under the Transfer of Undertakings (Protection of

Employment) Regulations 1981 (TUPE)

**Schedule 2** Secondment Arrangements for Council Staff

**Schedule 3** Liaison Officer Role and Responsibilities

**Annex A**  Useful Council contacts for WPC Staff

**Schedule 4** Management Complaints Policy And Procedure

**Schedule 5** Alternative Dispute Resolution Procedure

**Schedule 6** Arbitration Procedure

**Annex A** Recruitment Policy

**Annex B** Disciplinary Procedure

**Annex C** Standard Terms & Conditions for Staff

**CHAPTER 7: SCHEDULE 1** – Staff Transferred under the Transfer of

Undertakings (Protection of Employment) Regulations 1981 (TUPE)

Not applicable

**CHAPTER 7: SCHEDULE 2** - Secondment Arrangements for Council Staff

Not applicable

**CHAPTER 7: SCHEDULE 3 -** Liaison Officer Role and Responsibilities

### Nominated Liaison Officer

Wandsworth Council’s (the Council) nominated Liaison Officer shall be Bernard Brennan or any future Resident Participation Officer appointed by the Council.

### Key roles and responsibilities

The Liaison Officer’s key roles and responsibilities shall be to:

1. Act as the first and primary point of contact between the Council and Wimbledon Park Co-operative Ltd (WPC) concerning day-to-day matters relating to the operation of and the performance of the Council and WPC under the Modular Management Agreement (MMA)
2. Arrange and attend regular monitoring and liaison meetings with WPC’s Nominated Officer (generally the Estate Manager)
3. Monitor the effectiveness of WPC’s Equal Opportunities Policy and Procedures, and report thereon to the Council and WPC
4. Attend WPC meetings, where possible, with the right to speak but not to vote
5. Obtain copies of all General, Board, and Committee meeting agendas, supporting papers and minutes, as needed
6. Monitor WPC’s performance against the agreed performance criteria contained in or referred to in the MMA and the Chapter 8 Schedules and Annexes
7. Receive notices from WPC concerning matters of issue under the MMA
8. Arrange for the provision of help to WPC, including negotiation with other Council departments for the provision through service level agreements of technical, professional, administrative, maintenance, or other advice and assistance
9. Serve notices under the MMA
10. Undertake an overall review of the operation of the MMA and of the liaison arrangements in conjunction with WPC’s Board
11. Carry out such other responsibilities as shall be assigned to the post from time to time with the agreement of the Council and WPC

### Council functions under the MMA

Should WPC experience a failure in the provision of other services from the Council (e.g., waste collection service, rents), the Liaison Officer will facilitate contact with the relevant Council section in order to resolve the failure. The Liaison Officer shall ensure that all relevant Council departments are kept informed of the role and status of WPC in managing the estate.

The Council, via the Council’s Liaison Officer, shall supply WPC with a written list of the names, addresses and telephone numbers of the officers and relevant departments of the Council, such as Housing, Finance, and Environment, that the WPC may need to contact in order to fulfill its responsibilities under the MMA. The Liaison Office will inform WPC, via the Estate Manager, of any known change in the list within seven calendar days of the change. The Estate Manager will maintain and update WPC’s copy of this list (See Annex A attached to this schedule).

### 4. Review of arrangements

The liaison arrangements between the Council and WPC will be monitored and reviewed through the quarterly monitoring meetings and the Annual Review as detailed in Chapter 8.

## CHAPTER 7: SCHEDULE 3, ANNEX A - Useful Wandsworth Council Contacts for Wimbledon Park

## Co-operative Ltd

| **Department** | **Position** | **Contact (as at January 2015)** | **Email** | **Telephone number**  **(020 8771)** |
| --- | --- | --- | --- | --- |
| Environment and Community Services | Arboricultural Manager | Pat Langley | plangley@wandsworth.gov.uk | 6370 |
| Arboricultural Office Administrator | Suzanne Watkins | swatkins@wandsworth.gov.uk | 6372 |
| Technical Officer – ECS | Bernard Husbands | bhusbands@wandsworth.gov.uk | 6671 |
| Finance – Audit | Deputy Head of Audit | Kevin Holland | kholland@wandsworth.gov.uk | 6451 |
| Finance – Rents | Principal Rent Accountant | Cherie Gowdy | cgowdy@wandsworth.gov.uk | 6893 |
| Rent Service Team Manager | Pavan Seth | pseth@wandsworth.gov.uk | 6897 |
| Senior Rent Accountant | Matey Siameh | [msiameh@wandsworth.gov.uk](mailto:msiameh@wandsworth.gov.uk) | 7804 |
| Finance – Service Charges | Assistant Property Accountant | Alison Kenny | akenny@wandsworth.gov.uk | 7296 |
| Housing – Estate Services | Chief Estate Services Officer | Sharon Lecky | slecky@wandsworth.gov.uk | 8539 |
| Deputy Estate Services Officer | Mark Hickey | mhickey@wandsworth.gov.uk | 8537 |
| Assistant Estate Services Manager | Debbie Coady | [dcoady@wandsworth.gov.uk](mailto:dcoady@wandsworth.gov.uk) | 8364 |
| Housing – Finance | Housing Finance Manager | Ronan Coady | rcoady@wandsworth.gov.uk | 7294 |
| Housing – Horticulture | Horticultural Services Manager | Ian Harrison | iharrison@wandsworth.gov.uk | 7900 |
| Housing – Management | Divisional Head | Ian Stewart | istewart@wandsworth.gov.uk | 6831 |
| Heating Manager | Peter Hedges | [phedges@wandsworth.gov.uk](mailto:phedges@wandsworth.gov.uk) | 7040 |
| Housing – Out of Hours | Wandsworth Emergency Control | N/A | N/A | 7490 |
| Housing – Personnel | Head of Personnel | Paula Ollett | pollett@wandsworth.gov.uk | 8552 |
| Housing – Publicity | Housing Publicity and Communications Officer | Georgina Hall | ghall@wandsworth.gov.uk | 6783 |
| Housing – Technical | Electrical Engineer | Tim Dulson | tdulson@wandworth.gov.uk | 6834 |
| Insurance Manager | Richard Mason | [rmason@wandsworth.gov.uk](mailto:rmason@wandsworth.gov.uk) | 6413 |
| Housing – Western Area Team | Area Housing Manager | Danny Edwards | dedwards@wandsworth.gov.uk | 5502 |
| Deputy Area Housing Manager | Anne Brown | ajbrown@wandsworth.gov.uk | 5503 |
| Resident Participation Officer | Bernard Brennan | bbrennan@wandsworth.gov.uk | 5505 |

**CHAPTER 7: Schedule 4 -** Management Complaints Policy and

Procedure

### Scope of complaint policy

Wimbledon Park Co-operative Ltd (WPC) is committed to providing a high quality service to all of its residents and to treating everyone who comes into contact with WPC in a fair and reasonable manner.

WPC acknowledges that mistakes can be made and that WPC members or other persons may on occasion have cause for complaint. It is WPC’s policy that anyone should be able to make a complaint to WPC in the knowledge that, by doing so, he or she will not be penalised in any way, and that his or her complaint will be dealt with swiftly, effectively, and in a serious manner.

WPC is unable to respond to complaints that are made anonymously.

#### Definition of complaint

WPC understands a complaint to be a clear expression of dissatisfaction about the standard of service, action, or lack of action by WPC or its staff affecting individuals or a group of individuals.

#### Appropriate use of complaint procedure

The complaint procedure may be used for circumstances including, but not limited to, the following types of complaint about WPC:

* Quality of service, including failure to keep appointments, failure to address repair matters, and general maintenance.
* Behaviour of staff or those acting on behalf of WPC.
* Behaviour of Board members.
* Provision of wrong or misleading written housing management advice.
* Failure to act within agreed policies and procedures.
* Areas where individuals may express dissatisfaction that will not be regarded as complaints include:
* Persons or bodies over which WPC has no control.
* WPC’s or Wandworth Council’s (the Council’s) overall policies (e.g., rent levels).
* Matters which are, or could reasonably be expected to be, the subject of court or tribunal proceedings, or which are in the hands of WPC’s insurers.
* General law, unless wrongly applied.

In cases where a complaint identifies a policy or procedural problem rather than service delivery, WPC will consider the situation and, where appropriate, make every attempt to amend its practice accordingly.

#### WPC’s responsibilities

WPC will:

* Ensure that WPC’s Complaint Policy and Procedure is widely publicised and available to all members, residents, and others who have dealings with WPC
* Provide all complainants with a copy of the Complaint Policy and Procedure.
* Deal with all complaints in a fair and reasonable manner
* Ensure that complaints relating to specific staff and Board members will not be dealt with by the subject of the complaint
* Deal with complaints efficiently and within the timeframes outlined in Section 4
* Respond to all complaints in writing as specified in Section 4
* Explain clearly in written correspondence whether the complaint is to be upheld and, if so, what action will be taken
* Ensure that privacy and anonymity are retained when complaint statistics are reported to the Board following resolution at Level 1 of the procedure
* Ensure that all staff receive written guidance and training on how to handle complaints
* Inform anyone who has a complaint against the Council, or those acting on its behalf, that he or she should use the Council’s own complaint procedure
* Forward to the Council, within 24 hours of receipt, any complaint made to WPC about the Council

#### The Council’s responsibilities

When dealing with a complaint, the Council will:

* Instruct complainants who contact the Council before they have exhausted WPC’s complaints procedure to complain to WPC, as per Section 4
* Address all complaints that have exhausted WPC’s complaints procedure, as per the Council’s complaint procedure
* Ensure that privacy and anonymity is retained when complaint statistics are reported to WPC’s Board
* Forward to WPC, within 24 hours of receipt, any complaint about WPC made to the Council

### Procedure for making a complaint

All complaints should be made to WPC’s Estate Manager during normal office hours. If the complaint concerns the Estate Manager, it should be made to the Board’s Staff Liaison Officer, as detailed in Section 4a.

WPC will attempt to deal with the majority of complaints informally through verbal discussion and appropriate action. Should this not be possible, however, the complainant may record his or her complaint by letter, paper or online complaint form, email, telephone or personal visit to the Estate Office. Completion of a complaint form is the preferred method, and it should always be completed if the complaint is made verbally.

A complainant who is unable to complete the complaint form may choose anyone to assist him or her, providing that the complainant signs the form. If a complainant requires assistance due to literacy, language, or other issues, the Estate Manager may assist with the completion of the form or provision of an interpreter.

### Complainant’s rights

The complainant has the following rights when making a complaint:

* The complainant’s personal details will not be divulged when complaint statistics are reported to the Board and the Council
* Complaints will never be investigated or reviewed by a staff or Board member who is a subject of the complaint
* Board members will not discuss appeals outside appeal meetings, nor disclose details to any other person

Complainants will receive written responses at every step of the complaints procedure. Responses will include:

* An explanation as to whether the complaint is being upheld
* What action, if any, is being taken
* The complainant’s right to escalate or appeal the decision
* The name and telephone number of the person to be contacted for escalation or appeal

### Procedure for investigating and deciding complaints

WPC’s complaint procedure is comprised of three levels, all of which must be exhausted before the complainant may appeal to the Council.

WPC will endeavour to resolve all complaints at Level 1.

If a complainant is unsatisfied by the decision made in Level 1, he or she may escalate the complaint to Level 2.

If still unsatisfied, the complainant may appeal the Level 2 decision at Level 3.

If still unsatisfied, the complainant may appeal to the Council.

#### a. Complaint Level 1

Complaints will be investigated by the Estate Manager.

*If the complaint is about the Estate Manager, it should be made to the Board’s Staff Liaison Officer.*

If the complaint is about one or more members of the Board, it will be escalated immediately to Level 2.

If the complaint is about all members of the Board, the complainant will be referred in writing to the Council’s complaint procedure. Contact details for the Resident Participation Officer will be provided in the referral.

If the complaint requests compensation, it will be escalated immediately to Level 2.

The person carrying out the Level 1 investigation will:

1. Acknowledge receipt of the complaint in writing within two working days.
2. Thoroughly investigate the complaint using the most appropriate means, including but not limited to interviews with staff members, residents, contractors, or other relevant parties; consideration of WPC policies; site inspections; and referral to other authorities.
3. Send a written response to the complainant within 10 working days, which outlines the investigation carried out and clearly states whether or not the complaint is being upheld.

* If it is upheld, the response should state what action will be taken to rectify the cause of the complaint, and, if any claim for compensation has been made, that the Board will decide it as detailed in Section 4.d.
* If it is not upheld, the response should state the main grounds on which the complaint has not been upheld, and should inform the complainant of his or her right to escalate the complaint to Level 2 of the procedure. Contact details for the Vice Chair will be included in the response, as detailed in Section 4.b.

1. Should a complaint be resolved by discussion or action already undertaken, a short entry of the conversation or action must be made in the complaints log by the Estate Manager, and the resolution confirmed in writing to the complainant.

#### Complaint Level 2

Escalations from Level 1 will be investigated by the Vice Chair of the Board. If the complaint is about the Vice Chair, it will be investigated by the Secretary or the Treasurer.

The person carrying out the Level 2 investigation will:

1. Acknowledge receipt of the complaint in writing within two working days.
2. Consider all the information submitted with the complaint and review the decision taken in Level 1.
3. Consider whether the response to the complaint in Level 1 was appropriate and fair.
4. Send a written response to the complainant within 10 working days, which clearly states the decision made:

* If the Level 1 decision is upheld, the response should state what action will be taken to rectify the cause of the complaint, and, if any compensation is to be made, that the Board will decide it as detailed in paragraph 4.d.
* If it is not upheld, the response should inform the complainant of his or her right to appeal to the WPC Board by writing to the Chair, whose contact details will be included in the response. If the complaint is about the Chair, the contact details of the Secretary or Treasurer should be included. Appeals must be submitted within 28 calendar days of the Level 2 response being sent.

#### Appeal

Appeals from Level 2 will be decided by an Appeals Panel.

The Appeals Panel will comprise between four and six Board members, including the Chair, to be decided on an ad-hoc basis as needed. If the Chair is the subject of the complaint, another officer who was not involved in Level 1 or Level 2 will manage the process in this Section.

The Chair will send a letter to all Board members informing them of the need for a panel. If three to five Board members volunteer to serve, they and the Chair will form the panel. If there are not enough, or too many, panel members, the Chair will call a special Board meeting to set the panel.

No Board member involved in Level 1 or Level 2 of the complaint will be on the Appeals Panel.

If it is not possible under these rules for an Appeals Panel to be created, the complainant will be referred in writing to the Council’s complaint procedure. Contact details for the Resident Participation Officer will be provided in the referral.

On receiving an appeal from Level 2, the Chair will:

* Acknowledge receipt of the appeal in writing within two working days.
* Create the Appeals Panel of Board members and refer the appeal to them for a decision.
* The Appeals Panel will carry out a thorough investigation of the complaint, taking into account:
* All the details provided by the complainant in support of his or her case.
* The circumstances informing the decision made by WPC staff in response to the complaint, including any supporting documents provided by staff members.
* Whether or not the complainant has been treated fairly.
* Whether the complainant has experienced any unreasonable delays.
* WPC’s relevant policies and procedures.

The Chair will send a written response to the complainant within 28 calendar days of the receipt of the appeal. The response will detail the process undertaken by the Appeals Panel.

If the complaint is not upheld on appeal, the Chair will inform the complainant of his or her right to lodge a complaint through the Council’s complaints procedure by writing to the Council’s Resident Participation Officer. Contact details for the Resident Participation Officer will be included in the response.

#### Compensation

If at any level of the complaint procedure the decision is made to award compensation to the complainant, the amount will be agreed by the Board within 14 calendar days of the decision, and will be paid to the complainant within 28 days of the decision. Any ex gratia amount will be based on the inconvenience or loss suffered by the complainant.

### Record keeping and review

A copy of all WPC’s responses to complaints will be recorded in the complaint log for monitoring purposes. The log will also record whether the complaint has been upheld.

The Estate Manager is responsible for monitoring the effectiveness of the complaint procedure, including following up on any outstanding Board or staff actions, and for maintaining the complaints register.

The Estate Manager will report complaints to the Board on a monthly basis as part of the Key Performance Indicators (KPIs), and to the Council and Board on a quarterly basis in the quarterly monitoring form. These reports will note the nature and outcome of complaints but not divulge any complainant’s personal details or address.

**CHAPTER 7: SCHEDULE 5 -** Alternative Dispute Resolution Procedure

### Alternative dispute resolution policy

Where Wimbledon Park Co-operative Ltd (WPC) and Wandsworth Council (Council) are unable to resolve an issue relating to any clause of this MMA or interpretation of any such clause, this Alternative Dispute Resolution Procedure will be used to resolve the dispute, to avoid the time-consuming and costly legal route to resolution. Should there be difficulty in following this procedure, WPC and the Council may instead agree to arbitration in consultation with the Centre for Effective Dispute Resolution or the Chartered Institute of Arbitrators.

Both parties, WPC and the Council, agree that where matters are referred to alternative dispute resolution they will abide by the final decision.

Disputes arising under regulation 4 of the Housing (Right to Manage) Regulations 2012 or an agreement entered into pursuant to regulations 1 to 10 or regulation 11 (agreements entered into voluntarily) of those Regulations will be resolved using the Arbitration Procedure set forth in MMA Chapter 7, Schedule 6.

### Procedure

On request by WPC or the Council, the Council will establish a three-person panel to hear the dispute, from the following sources:

One appointee from the National Federation of Tenant Management Organisations (NFTMO)

One appointee from the Local Authority Co-operative Officers Group (LACOG)

One independent Chair, nominated by the Department of Communities and Local Government (DCLG)

The panel will set a date to hear the dispute. WPC and the Council will submit their cases, in writing with all supporting documentation, to the Chair of the panel at least 28 days before the hearing date. The panel members will consider all the presented submissions in advance of the hearing. Failure by either or both parties to submit their case(s) will not prevent the hearing from taking place on the agreed date.

At the hearing, WPC’s Estate Manager or Chair will make WPC’s verbal submission to the hearing. The Council’s representative will follow with the Council’s verbal submission. The panel members may ask questions of those giving the verbal submissions that they deem relevant to the dispute.

Following the presentation of the verbal submissions, the panel members will determine the outcome of the dispute. The Chair will notify both parties in writing of the panel’s decision within seven days of the hearing date.

### Panel costs

WPC and the Council will share equally the costs incurred by the panel members while discharging their duties. Costs will be limited to reasonable expenses only.

### Confidentiality

Parties involved in any alternative dispute resolution shall not disclose explicit details of the proceedings or outcome of the case to any third party.

**CHAPTER 7: SCHEDULE 6 -** Arbitration Procedure

### Arbitration scheme

This scheme, which was approved by the Office of the Deputy Prime Minister (ODPM), applies to disputes between a Local Housing Authority (Authority) and a Tenant Management Organisation (TMO) arising under either:

Regulation 4 of the Housing (Right to Manage) Regulations 2012; or

An agreement entered into pursuant to regulations 1 to 10 or regulation 11 (agreements entered into voluntarily) of those Regulations.

Arbitrations under these rules may be conducted:

Using written submissions and documentary evidence only without a hearing; or

With both written submissions and an oral hearing.

### Scope

The scheme uses arbitration as a method of resolving disputes between an Authority and a TMO under regulation 4 of the Housing (Right to Manage) Regulations 2012 or an agreement entered into pursuant to regulations 1 to 10 or regulation 11 (agreements entered into voluntarily) of those Regulations.

Applications for arbitration under the scheme in respect of a dispute do not relieve any party from any obligation it may have to pay the other party or parties any other amounts which are due and are not in dispute.

The scheme is intended to allow the parties to present their case without the need for legal representation, although parties may be represented by a third party of their choosing, at their own expense if any, and after notification to the other party or parties to the dispute.

The arbitrator will have the right to call for additional evidence on any relevant matter, from any party, in writing or orally, if he or she deems it necessary to do so in order to reach a resolution of the dispute in accordance with relevant law, the 1996 Arbitration Act and any contract or agreement in existence between the parties.

The Centre for Effective Dispute Resolution (CEDR) administers the scheme independently, and the appointment of the arbitrator under the scheme is within CEDR’s exclusive and unfettered control. Arbitrators chosen for appointment have been approved by the Secretary of State for the purpose of acting as an arbitrator in connection with the Housing (Right to Manage) Regulations 1994.

### Making an application

Applications for arbitration must be made on the designated application form, available from The TMO Arbitration Scheme, Centre for Effective Dispute Resolution, International Dispute Resolution Centre, 70 Fleet Street, London EC4Y 1EU. Telephone 020 7520 3800; email [info@idrs.ltd.uk](mailto:info@idrs.ltd.uk).

CEDR will appoint an arbitrator from its panel of arbitrators specifically created for this scheme, and inform the parties at an appropriate time in the proceedings.

Whilst making the application, either party can elect for it to proceed under a documents-only procedure designed to offer quick and cost-effective decisions where the matters are not too complex. Alternatively, either party can request an oral hearing.

The scheme is subject to revision and amendment from time to time. The edition of the scheme in force at the time the dispute arises shall govern any arbitration under the scheme.

**APPLICATION FORM TO USE THE ARBITRATION SCHEME FOR LOCAL HOUSING AUTHORITIES AND TENANT MANAGEMENT ORGANISATIONS (2013 Edition)**

Please read the scheme’s rules carefully before you fill in and return this form.

**1 Tenant Management Organisation’s contact details**

**Give your details below.** If an email address is given, we will send you information by email only.

Full name of Tenant Management Organisation:

Address:

Daytime phone number: Mobile:

Fax: Email address:

**2 Authority’s contact details**

**Give your details below.** If an email address is given, we will send you information by email only.

Full name of Authority:

Address:

Daytime phone number: Mobile:

Fax: Email address:

**3 Dispute details (to be completed by the party making the application)**

In the space below please give us brief particulars of the nature, circumstances and location of the dispute, stating the issues for arbitration and amount in dispute. **The party making the application (the claimant) must also submit to the IDRS Ltd two copies of their full claim when the application is submitted.**

|  |
| --- |
|  |

(continue on a separate sheet if necessary)

**4 Registration Fees**

In the event of the application being for a documents-only arbitration:

* A cheque for the sum of £125 plus VAT is attached **from each party** and made payable to “IDRS Ltd”

In the event of the application being for an oral hearing:

* A cheque for the sum of £200 plus VAT is attached **from each party** and made payable to “IDRS Ltd”

**5 Declaration**

Please read the statements below before signing this form.

We have read and understood the Arbitration Scheme for Local Housing Authorities and Tenant Management Organisations.

We are applying for you to appoint an independent arbitrator, in accordance with those Rules.

We wish the arbitration to proceed as follows (delete whichever does not apply):

Documents-only basis

To include an oral hearing

We have tried to settle this matter between us without success.

We have not previously referred this dispute to the courts.

We have the authority to commit to arbitration and we understand that the Arbitrator’s award is final and binding subject to our right of application to the court to appeal under the 1996 Arbitration Act.

We have attached the relevant registration fees.

On behalf of the Tenant Management Organisation:

Authorised person’s signature: Date:

Name of authorised person:

Position in company:

On behalf of the Local Authority:

Authorised person’s signature: Date:

Name of authorised person:

Position in company:

**Now return this form with payment to:  
The Service Delivery Manager  
IDRS Ltd  
70 Fleet Street  
London EC4Y 1EU**

**CHAPTER 7: ANNEX A –** Wimbledon Park Co-operative’s Recruitment

Policy

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**WIMBLEDON PARK CO-OPERATIVE LIMITED**

**STAFF RECRUITMENT POLICY**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Summary**

This document outlines how Wimbledon Park Co-operative will recruit its employees.

**The Person Specification**

A Person Specification is a list of criteria that will enable recruiters to assess the suitability of applicants to be shortlisted for a particular job. The criteria must be justifiable and measurable from the application form, references or the interview process. They should not be unnecessarily demanding or restrictive as they may intentionally or unintentionally discriminate against particular disadvantaged groups.

The criteria on the Person Specification are split into:

* Essential Criteria: Requirements that are essential to carrying out the duties of the post,
* Desirable Criteria: Requirements that would be advantageous in bringing something extra to the job but that are not essential to it.

**Understanding of the Co-operative’s Equal Opportunities policy**

This category should examine the candidate’s understanding of the multi-cultural nature of the community, the implications for the Co-operative’s services in general and the particular job applied for; and the operation of the equal opportunities policy including race, gender and disability.

**Other Requirements**

This category includes:

* Personality,
* Work interests,
* Circumstances which could prevent the candidate coping with the job.

**Guidelines for advertising & handing responses**

All officer vacancies should be advertised in a national daily media publication and appropriate trade and / or professional press applicable to the vacancy. Vacancies for manual staff should be advertised via the local Job Centre.

Officer vacancies must also be advertised in a wide and nationally circulated ethnic minority publication.

Interested candidates should be sent the following information:

* Introduction letter from the Chairperson,
* Recruitment pack outlining the person specification, job description and a summary of the main conditions of service. Ideally guidelines on the interview format and when a decision will be reached will also be included,
* Equal opportunities monitoring form.

**Guidelines for shortlisting**

The person specification outlines a number of key areas of knowledge, skills & experience essential for the job. To compile a shortlist the Co-operative will compare the information supplied on the application form with the key areas asked for in the person specification. Not all factors are of equal weight or importance.

If a candidate falls short of 1 or more of the criteria, the Co-operative will consider whether this shortfall could be redressed by training.

All criteria will be applied equally and consistently to each applicant. Applicants will only be compared with the person specification, not with each other and must demonstrate how they meet each of the requirements listed in the person specification.

Only information on the application form will be used. No assumptions will be made regarding:

* The physical or mental qualities of men or women,
* The effects that a person’s home life will have on work,
* The effects that disability or health will have on work,
* Stereotypes of race, culture or age.

All members of the interview panel must be involved in shortlisting and must complete a shortlisting form. Each member must shortlist on an individual basis, following which the whole panel must meet to agree the shortlist.

**Guidelines for interviewing**

The interviews begin at an agreed time. The interview panel should assemble at the place of interview 30 minutes before the first candidate is due to begin to confirm the organisation of the interviews. The interview panel will be made up of representatives of the Management Committee and 1 staff member.

Once each interview is completed the panel will complete their individual assessments on the candidate before briefly discussing their collective views.

At the end of the interviews the panel will make their decision regarding who to offer the job to. The preferred candidate will be phoned and offered the job subject to satisfactory references. Final decisions will be communicated to all candidates in writing signed by the Chairperson of the interview panel.

**EQUAL OPPORTUNITIES MONITORING FORM**

Wimbledon Park Co-operative wants to ensure that all racial groups have equal access to applying for positions of employment. Please answer the questions below in order that we may monitor the effectiveness of this desire. Your answers will be treated as confidential.

Do you consider yourself to be: (Please tick one grouping only)

Black UK \_\_\_\_\_\_\_\_\_

Asian UK \_\_\_\_\_\_\_\_\_

White \_\_\_\_\_\_\_\_\_

Black African \_\_\_\_\_\_\_\_\_

Black Caribbean \_\_\_\_\_\_\_\_\_

Black Other \_\_\_\_\_\_\_\_\_

(Please specify) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Indian \_\_\_\_\_\_\_\_\_

Pakistani \_\_\_\_\_\_\_\_\_

Bangladeshi \_\_\_\_\_\_\_\_\_

Asian Other \_\_\_\_\_\_\_\_\_

(Please specify) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chinese \_\_\_\_\_\_\_\_\_

Other \_\_\_\_\_\_\_\_\_

(Please specify) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CHAPTER 7: ANNEX B –** Wimbledon Park Co-operative’s Disciplinary

Procedure

## Disciplinary Procedure (Section taken from Wimbledon Park Co-operative’s Employee Handbook, Version 2)

## INTRODUCTION

This procedure is designed to help and encourage you to achieve and maintain required standards of conduct and performance. This procedure applies to all employees except for those in their probationary period, to whom only paragraphs G and H apply. The aim is to ensure consistency and fair treatment across the organisation.

Our rules are summarised at the end of this section. Some rules are also contained our policies and procedures, with which you are expected to comply.

## PRINCIPLES

* Informal action will be considered, where appropriate, to resolve problems.
* No disciplinary action will be taken against you until the case has been fully investigated.
* For formal action, you will be advised of the nature of the complaint against you, and you will be given the opportunity to state your case before any decision is made at a disciplinary meeting.
* You will be provided, where appropriate, with written copies of evidence and relevant witness statements in advance of a disciplinary meeting.
* At all formal disciplinary meetings you will have the right to be accompanied by a trade union representative or work colleague.
* You will not be dismissed for a first breach of discipline, except in the case of gross misconduct. In that case the penalty will be dismissal without notice or payment in lieu of notice.
* You will have the right to appeal against any formal disciplinary action.
* The procedure may be implemented at any stage if warranted by your alleged misconduct. [what does this mean?]

## INFORMAL PROCEDURE

In many circumstances it will not be necessary to use the formal disciplinary procedure. Minor cases of misconduct or underperformance may best be dealt with by discussion, coaching, training or other informal action to achieve the required improvement. In these cases your manager should discuss problems with you with the aim of encouraging and helping you to improve. Your manager will ensure that you understand what needs to be done, how your conduct/performance will be reviewed and over what period. You should also understand that informal warnings are not part of the formal disciplinary procedure and you should be made aware of what action may be taken if you fail to improve your performance/conduct in the required timescale.

## FORMAL PROCEDURE

If your conduct or performance does not meet acceptable standards after attempts have been made to resolve minor matters informally, or in more serious situations, the formal procedure should be followed.

### Investigation

In cases of misconduct, the manager investigating the case will obtain a statement from any witnesses he or she considers to be relevant. The amount of investigation will depend on the facts of the case. In some situations this may involve an investigatory meeting with you, but this may not always be necessary. If an investigation meeting is held, you will be informed at the outset that the interview is an investigatory interview. You do not have the right to be accompanied by a trade union representative or work colleague at a formal investigatory interview.

In cases of poor performance, the investigatory stage will be the collation of evidence by the manager for use at your disciplinary meeting.

### Suspension

In serious cases it may be appropriate to suspend you, with full pay, until the investigation has been completed and a disciplinary hearing held. Suspension in these circumstances does not constitute disciplinary action. Any period of suspension will be as brief as possible.

### Disciplinary meeting

Following the investigation, if the decision is made that a disciplinary meeting is necessary, you will be notified as soon as possible. Your manager will write to you specifying the allegations or poor performance concerns and will invite you to attend a disciplinary meeting. You will be provided with any relevant supporting evidence. The letter will also advise you of your right to be accompanied at the meeting by a trade union representative or a work colleague. Where practicable, you will be given at least five days’ notice of the disciplinary meeting.

You must take all reasonable steps to attend any formal disciplinary meeting. If you, or your trade union representative or work colleague, fail to attend the meeting or give notice that you cannot attend through circumstances beyond your control, a new date should be set. If you fail to attend on a second occasion the meeting may proceed in your absence.

Any decision to take formal disciplinary action will be made at the disciplinary meeting or as soon as possible afterwards. The decision will be confirmed in writing to you and your trade union representative or work colleague within five working days of the disciplinary meeting.

### Appeal

You may appeal against any formal disciplinary action. An appeal must be lodged in writing with the Chair of the Management Committee (or another appointed member of the Management Committee) within five working days of receiving written notification of the disciplinary action. Your appeal letter must state the reasons for the appeal and any documents in support of the appeal must be attached. At the appeal any disciplinary penalty imposed will be reviewed. The decision of the appeal panel hearing the appeal is final.

## DISCIPLINARY ACTION

### First written warning

#### For misconduct

Where informal action has not brought about the desired improvement in conduct, or if your conduct is considered sufficiently serious, a first written warning will be given following the disciplinary meeting. This will set out the details of the misconduct, the improvement that is required, the timescale, review dates, and the right of appeal. You will be advised that it constitutes the first stage of the formal procedure and that a final written warning may be considered if there is no sustained satisfactory improvement. A record of the warning will be kept, but it will be disregarded for disciplinary purposes after a specified period of satisfactory conduct or performance (usually six months).

#### For unsatisfactory performance

Where informal action has not brought about the desired improvement in performance, an improvement note will be given following the disciplinary meeting. This will set out the details of the performance problem, the improvement that is required, the timescale, review dates, any help that may be given and the right of appeal. You will be advised that it constitutes the first stage of the formal procedure and that a final written warning may be considered if there is no sustained satisfactory improvement. A record of the warning will be kept, but it will be disregarded for disciplinary purposes after a specified period of satisfactory conduct or performance (usually six months).

### Final written warning

If the issue is sufficiently serious, or if there is further misconduct or a failure to improve performance during the currency of a prior warning, a final written warning may be given to you. This will give details of the problem or complaint, the improvement required and the timescale for improvement. It will also warn that failure to improve may lead to dismissal and will refer to the right of appeal. A copy of this written warning will be kept but will be disregarded for disciplinary purposes after a specified period of satisfactory conduct or performance (usually 12 months).

### Dismissal

If there is still further misconduct or failure to improve performance, or if the offence constitutes gross misconduct, dismissal will normally result. You will be provided as soon as possible with written reasons for dismissal and the date on which your employment will terminate, and you will be advised of your right of appeal. Dismissal decisions can only be taken by the delegated Management Committee members.

### Disciplinary action taken against you will be based on the following procedure:

| **Level of warning** | **Lowest level of management with authority to conduct meeting and issue warning** | **Appeal** |
| --- | --- | --- |
| Informal | Line manager | None |
| Suspension | Line manager | None |
| First stage warning | Line manager | More senior line manager or one Management Committee member |
| Final written warning | Line manager | More senior line manager or one Management Committee member |
| Dismissal | Senior line manager and one or two Management Committee members | Panel of two or more Management Committee members |

## GROSS MISCONDUCT

The following list provides some examples of offences that will normally be regarded as gross misconduct:

* Theft or fraud
* Physical violence or bullying
* Deliberate and serious damage to property
* Serious misuse of our property or name
* Deliberately accessing internet sites containing pornographic, offensive or obscene material
* Serious insubordination
* Unlawful discrimination or harassment
* Bringing our organisation into serious disrepute
* Serious incapability at work brought on by alcohol or illegal drugs
* Causing loss, damage or injury through serious negligence
* A serious breach of health and safety policy and policy relating to the protection of children and/or vulnerable adults
* Failure to disclose unspent criminal conviction or any convictions, whether spent or not, in respect of posts exempt under the terms of the Rehabilitation of Offenders Act
* Providing false information on a job application form

If you are accused of an act of gross misconduct, you may be suspended from work on full pay, normally for no more than five working days, while the alleged offence is investigated. If, on completion of the investigation and the full disciplinary procedure, we are satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

## PROBATIONARY PERIOD

During the probationary period the disciplinary procedure above does not apply. If we are concerned about your performance or conduct during the probationary period, your line manager will explore the issues with you, clearly setting out the areas for improvement. If there is no improvement following this informal action, the following procedure will apply:

* The line manager will write to you notifying you of the concerns and inviting you to a meeting to discuss the matter.
* A meeting will be convened to discuss the matter, at which you have the right to be accompanied by a trade union representative or work colleague. You will be notified of the decision following the meeting. You should note that you are obliged to make all reasonable efforts to attend the meeting.
* You have the right to appeal against the decision taken, and at the appeal meeting you will again have the right to be accompanied by a trade union representative or work colleague. Following the meeting you will be informed of the final decision on the matter.

## RULES OF THE ORGANISATION

We expect all employees to adhere to our rules at all times to ensure that acceptable standards of conduct and performance are maintained. Failure to comply may lead to disciplinary action being taken.

Below is a summary of the rules that apply to all employees (this list is not exhaustive). Some rules are also contained in our policies and procedures, with which all employees are expected to comply.

* Employees should comply with the terms of their employment.
* There should be proper and authorised use of organisation equipment, time and property.
* Removal of organisational property from the premises without permission is not permitted.
* Employees should satisfactorily perform the instructions given for carrying out the function of their employment.
* Employees should satisfactorily perform any reasonable request relating to their function by their supervisor.
* All absence from work, except for reasons of sickness, should be authorised in advance.
* All safety rules should be adhered to at all times.
* Threatening or violent behaviour or language towards another employee, or a user is not permitted.
* Behaviour or actions that would in any way jeopardise the safety or well-being of the children or vulnerable adults is not permitted.
* The drinking of alcohol without management permission or the taking of illegal drugs on the premises is not permitted.
* Gambling on organisation premises is not permitted.
* Smoking is not permitted in the workplace.
* Making of long or numerous private telephone calls (and e-mails) is not permitted.
* Employees must not use behaviour, language or non-verbal language that is discriminatory.
* Harassment of individuals, whether sexual, racial, religious, related to age or otherwise, and bullying is not permitted.
* Employees must operate according to the organisation’s Equal Opportunities Policy and must not discriminate in the provision, or non-provision of service to users.
* Unnecessary disclosure of confidential information concerning the work of the organisation, its users or its employees is not permitted (this does not affect the employee’s rights under the Public Interest Disclosure Act 1998).
* Employee must not behave in a way that brings or may bring the organisation into disrepute.

**CHAPTER 7: ANNEX C –** Wimbledon Park Co-operative’s Standard

Terms & Conditions for Staff

**CONTRACT OF EMPLOYMENT**



**BETWEEN:**

**Wimbledon Park Co-operative Ltd (“the Employer”)**

2 Fernwood, Albert Drive,

Southfields, London SW19 6LR

**AND:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“You”)**

1. Terms and conditions

This contract sets out the main terms and conditions under which you are employed by Wimbledon Park Co-operative Ltd (“the Employer”) and includes all particulars required by the Employment Rights Act 1996.

1. Job title

Job title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reporting to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Employer reserves the right to change this reporting line at any time to meet the needs of the Employer.

Your duties are set out in your job description, which does not form part of this contract. You may be required to undertake other duties from time to time as may be required by the Employer.

1. Part-time employees

Part-time employees are entitled to all benefits and rights under the terms of this contract, on a pro rata basis.

1. Period of continuous employment

This employment began on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. Permanent contract

This is a permanent contract, subject to the successful completion of your probation period [3 months].

1. Normal hours of work

You are required to work \_\_\_\_\_ hours per week. Your normal days and hours of work are \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_, exclusive of a one-hour lunch break, which is unpaid.

1. Place of work

Your normal place of work is the Wimbledon Park Estate.

1. Salary

Your salary is \_\_\_\_ per hour. You will be paid in arrears on the 24th of each month directly into your bank account.

1. Pension

The Employer does not provide or contribute to a pension scheme at present.

1. Deductions

The Employer shall be entitled to deduct from your salary or other payments due to you any money that you may owe to the Employer at any time.

1. Annual leave

Full-time employees are entitled to 25 days annual leave for each completed leave year and pro rata for each partial leave year. Part-time employees are entitled to annual leave on a pro rata basis. The leave year runs from 1 April to 31 March. Annual leave entitlement is in addition to paid time off for public holidays.

Annual leave is to be taken in accordance with the Employer’s conditions as detailed in the Employee Handbook. All annual leave must be approved by your line manager not less than two weeks ahead of commencement and arranged taking into account the needs of the organisation. Annual leave cannot normally be carried forward to the next leave year.

On being given notice of termination of employment or giving notice of resignation you will, at the Employer’s discretion, be paid for annual leave entitlement accrued but not taken, or may be obliged by the Employer to take the remaining leave.

If you have taken more holiday than your accrued entitlement at the date your employment terminates, the Employer shall be entitled to deduct from your final salary payment for excess holiday taken.

1. Sickness and absence

If you are absent due to sickness or injury you must report this to the Employer as soon as possible on the first day of absence, with an indication of the likely period of absence. On your return you will be required to complete a self-certification absence form. For any period of more than seven days, a doctor’s medical certificate must be provided. Additional requirements concerning sickness and absence are detailed in the Employee Handbook.

The Employer may, if concerned about your health, require you to have a medical examination by a doctor appointed by the Employer and/or may require you to arrange for your own doctor to provide a full report. The Employer will meet any costs incurred in this.

Provided that you comply with the notification procedures set out above, the Employer will provide sick pay during absence due to sickness or injury as set out below.

* You are entitled to receive Statutory Sick Pay, plus additional sick pay to bring your total pay to up to 10 working days on full pay and 10 working days half pay, during any 12-month period. This will be on a pro rata basis for part-time employees.
* If you are ill for longer than these periods you are entitled only to Statutory Sick Pay, although the Employer may at its discretion make additional sickness payments.

1. Other leave

You are entitled to the following in accordance with legislation in force at the time: Maternity, paternity and adoption leave and pay; parental leave; leave to deal with dependent emergencies; the right of parents and carers to request flexible working; and such other statutory employment rights as are available to parents, carers and families.

See www.gov.uk for up-to-date employment rights.

1. Termination by notice

* By Employer: Except for dismissal for gross misconduct, which may be without notice, the minimum notice of termination of employment to which you are entitled is one week.
* By you: The prior written notice required from you to terminate your employment shall be one month.

1. Redundancy

In the event of being made redundant you will be entitled to such payment and other rights as the relevant statutes in force at the time require.

1. Disciplinary and grievance procedures

Your attention is drawn to the disciplinary and grievance procedures in the Employee Handbook, which does not form part of this contract.

If you wish to appeal against a disciplinary or dismissal decision you may apply in writing to the Chair of the Management Committee in accordance with the Employer’s Disciplinary Procedure.

1. Suspension

The Employer may suspend you while carrying out a disciplinary investigation. Such suspension will be on full pay.

1. Collective agreements

This contract is not covered by any collective agreement.

1. Trade union membership

You may join any trade union of your choice.

1. Employer’s policies

You are required to comply with the Employer’s rules, policies and procedures. These do not form part of this contract and may be changed from time to time.

1. Personal data

For the purposes of the Data Protection Act 1998 you give your consent to the holding and processing of personal data provided by you to the Employer for all purposes relating to the performance of your employment. This includes administering and maintaining HR records; paying salary and other remuneration and benefits; providing and administering benefits including, if relevant, pension or insurance; undertaking performance appraisals and reviews; maintaining sickness and other absence records; providing references and information to future employers, and if necessary, HM Revenue and Customs and governmental and quasi-governmental bodies for social security and other purposes.

From time to time it may be necessary to process sensitive personal data, for example about your health. By signing this contract you agree that the Employer may retain and process sensitive personal data about you as the needs of the Employer require.

1. Confidentiality

You may not at any time during your employment or after the termination of your employment disclose any confidential information arising out of your employment, unless such disclosure is authorised under the Employer’s policies on data protection and confidential information, or is protected under the Public Interest Disclosure Act.

1. Employer’s property

You must not remove the Employer’s property unless authorised in advance and must, in any event, return all papers, records and other property belonging to the Employer, including all copies of or extracts from the same, to the Estate Office on the cessation of this agreement for any reason.

1. Variation

The Employer reserves the right to make reasonable changes to any of your terms and conditions of employment. You will be notified in writing of minor changes of detail, and any such change takes effect from the date of the notice or such other date as specified in the notice. More significant changes will be made only after consultation, and with at least one month’s written notice.

**For and on behalf of the Employer, Wimbledon Park Co-operative Ltd:**

**Name**

**Title**

**Date**

**Signature**

**I have read, understood, and accept the above terms and conditions of employment:**

**Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title**

**Date**

**Signature**

# CHAPTER 8 PERFORMANCE, MONITORING AND REVIEWING

# OF STANDARDS

**Schedule 1** Key Performance Indicators

**Annex A** The TMO’s Performance Indicators

**Annex B** The Council’s Performance Indicators

**Annex C** Performance Report Templates

**CHAPTER 8: SCHEDULE 1 -** Key Performance Indicators

This framework will be subject to review periodically following consultation between the parties to the agreement, Wimbledon Park Co-operative Ltd (WPC) and Wandsworth Council (the Council).

The framework is divided into two sections and separate annexes:

SECTION ONE identifies the components of the performance review process.

SECTION TWO identifies the annual review cycle for engagement between WPC and the Council

* Annex A provides a list of the performance indicators the Council and WPC will use to gather and analyse performance information.
* Annex B identifies the Service Level Agreements (contracts) against which the Council will be measured in the event that WPC wishes to enter into such contracts.
* Annex C comprises templates for the Quarterly Monitoring reports and Quarter 2 and Quarter 4 Monitoring Visit, Annual Review, and AGM Review forms. A calendar showing the yearly review structure is also included.

### SECTION ONE - PERFORMANCE REVIEW

Under the terms of the Modular Management Agreement (MMA), the Council and WPC will work in partnership to continuously improve services and the way in which they are delivered. In order to measure success and achieve continuous improvement, performance in the following areas will be reviewed in accordance with the terms of the MMA:

1. Service delivery

2. Financial performance

3. Governance

4. Customer satisfaction

5. Equal opportunities

6. Policy review

### 1. Service delivery

The Council and WPC will jointly agree which performance indicators (KPIs) will be reported to the Council and agree standards at the Annual Review in June. These KPIs form the basis for the quarterly reports and are the same for every Wandsworth Co-operative and RMO.

WPC will set out its plans to meet performance targets. The KPIs for 2013/14 are outlined in the Quarterly Monitoring Report template in Annex C.

WPC will provide reports to the Council on performance against these KPIs on a quarterly basis. The reports should provide narrative to explain variances from targets, and measures which have and are being taken to address the issues. Where a target is not being met as a result of the Council’s failure to provide services to WPC, WPC should outline this in the report, and quantify the impact on performance.

Progress on KPIs will be reviewed at the monitoring review visit meetings between the Council’s Resident Participation Officer (RPO) and WPC’s Estate Manager. In the event of continuous failure to meet the KPIs, either party may issue a failure notice in accordance with Chapter 1, Clause 19.

Periodically the Council may validate the systems used by WPC for the production of performance information, in order to demonstrate that KPIs have been calculated using the appropriate formulae, and the data have been rigorously collated. This is part of the June Annual Review.

### 2. Financial performance

Financial management will be monitored and assessed through the following processes:

Financial performance will be a standing item at the Annual, Quarter Two and Quarter Four Review Meetings between the Council and WPC.

Before the beginning of the financial year, WPC will provide the Council with its budget for the forthcoming financial year.

WPC will supply the Council with a copy of its quarterly revenue report. This will be provided with the quarterly monitoring report.

WPC will supply the Council with a copy of the annual accounts and balance sheet. These will identify:

* A comparison of the costs authorized by WPC and the allowances
* Provision for any other liabilities incurred by WPC
* Reserve fund
* Surplus find

WPC will provide the Council with a copy of the external auditor’s management letter within one month of receipt

WPC must also, when given notice deemed reasonable, make available its books and records which relate to the management of the property for inspection by the Council’s internal audit staff, according to the Council’s audit procedure

The Council will agree annual management and maintenance allowances with WPC by 31 January of each year for the subsequent year’s allowance.

### 3. Governance

The Council must ensure that the Board has effective overall control of the organisation in order to satisfy itself that the Council’s housing stock is being appropriately and effectively managed, and that the Council is fulfilling its responsibilities to Council tenants and key stakeholders. The Council requires that WPC adopt the CLG’s Model Code of Governance or any subsequent guidance published.

#### 3.1 Governance report

A governance report should be completed on an annual basis by WPC to provide information about the Board and its effectiveness. This report will be reviewed by the Council to ensure that leadership within WPC reflects best practice and ongoing developments in governance.

This report, to be compiled by the Chair, will include:

* A written appraisal of the effectiveness of WPC’s Board and other governance structures.
* Details of all training undertaken by Board members.
* Feedback on WPC’s customer satisfaction survey, if one has been completed in this financial year.
* Feedback on any areas of concern relating to the Council’s performance of its obligations under the MMA.
* An annual equal opportunities audit of the services, staff and governance of WPC.

#### WPC Board meetings and papers

At the beginning of each financial year WPC should advise the Council of the calendar of Board meetings scheduled for the year. All Board and Committee meetings must be minuted. WPC will supply the Council with copies of any Board papers and minutes reasonably requested.

The minutes will be reviewed to ensure that:

* Decisions taken concerning use of the Council’s assets comply with agreed approvals by the Council.
* Information reported in papers which relates to Council services is factual.
* The Board is operating within its delegated powers and Rules.
* The Board is demonstrating strategic direction, leadership and control.
* The Board has an updated business plan.

The Council will also periodically attend Board meetings to observe practice. Performance in terms of governance will be discussed at the Quarterly Review Meetings.

### 4. Customer satisfaction

Customer satisfaction will be measured in several ways:

* A bi-annual satisfaction survey, arranged by the Council.
* A five-year ballot, arranged by WPC, with results submitted to the Council.
* A vote by WPC members at each Annual General Meeting agreeing that WPC should continue, with the minutes of the meeting submitted to the Council.

### 5. Equal opportunities

Each year the Council will review the effectiveness of WPC’s Equal Opportunities Policy and Procedures based on a review questionnaire completed by WPC on its activities and their outcomes during each year. WPC will consider the Council’s findings and make such changes as the Council may reasonably require to ensure that WPC complies with implementing its Equal Opportunities Policy and Procedures.

As part of the Annual General Meeting review, the Council will also review WPC’s implementation of its Equal Opportunities Policy, and how effectively it is enacted in regard to the Board.

### 6. Policy review

Every two years WPC’s implementation of policies will be reviewed, in addition to the other elements that form the annual review.

### SECTION TWO – ANNUAL REVIEW CYCLE

### 1. Quarterly

#### 1.1 Quarterly Information

Each quarter WPC will submit service-related and financial performance information for the previous quarter and year to date. Quarterly performance information will be submitted by the 10th of April, July, October and January each financial year.

#### 1.2 Quarterly Review Meetings

WPC will notify the Council through the quarterly meeting cycles of any actual or threatened non-performance or significant operational problems in the service delivery by either the Council or WPC.

The Council’s RPO will meet with WPC’s Estate Manager a minimum of three times per annum in order to review progress. The subsequent report, written by the RPO, will be distributed to all Board members and be an agenda item at the following Board meeting.

### 2. Annual

#### 2.1 Annual Information

WPC should produce a Performance Report within three months of the end of the financial year. This Performance Report should form the basis of the Annual Review meeting between WPC and the Council which takes place within three months of the report’s publication. The Annual Review meeting and report currently carried out by the Council covers some aspects of this requirement, but WPC should publish their own report at the AGM.

#### 2.2 Annual Review

Representatives of the Council will meet annually in June with WPC to discuss progress over the previous year. The standing agenda of the Annual Review meeting will include the following listed subjects (an example report is attached as part of Annex C):

* Review of performance on KPIs
* Review of financial management
* Review of governance
* Review of customer satisfaction
* Review of achievement against equal opportunities obligations
* Consideration of any issues of concern regarding the performance of the Council as it has affected WPC
* Targets and performance Indicators for the coming year

### 3. General

In addition to the above meeting and reporting cycle, the Council or WPC may request additional meetings with appropriate officers to discuss specific service issues where there are concerns about performance or where other non-routine matters require attention.

**CHAPTER 8: SCHEDULE 1 Annex A** - Performance indicators

The Council will use the following performance indicators to gather and analyse performance information:

* Percentage of annual rent debit collected
* Percentage of current rent arrears
* Percentage of completed emergency repairs
* Percentage of completed urgent repairs
* Percentage of completed non-urgent repairs
* Percentage of repairs jobs given to each contractor
* Average number of days to turn around a void property
* Average number of days to allocate a vacant property
* Actual income and expenditure as compared to WPC’s annual budget

**CHAPTER 8: SCHEDULE 1 Annex B** - Service Level Agreements

Service Level Agreements (SLAs) against which the Council will be measured, and which are included in Annex B, are:

* Rent Collection
* Housing Benefit
* Tree Inspection and Maintenance

**Rent Collection SLA**

NB:This copy of the Rent Collection SLA does not include the appendices. A full copy is retained by WBC and WPC

**SLA PDF TO BE INSERTED – 28 PAGES**

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**Housing Benefit SLA**

**NB.** The below is not a formal SLA. However WBC’s Housing Benefit section do not have any further documentation agreed with WPC.

**Wandsworth Council Housing Benefit Service**

Key performance targets

|  |  |  |
| --- | --- | --- |
|  | Target 2013/14 | YTD performance |
| Average time in days for processing HB new claims | 25 days | 22.98 days (September 2013) |
| Average time in days of processing HB changes | 18 days | 14.45 days (September 2013) |

The Benefit Service is changing the way it liaises with Landlords and is introducing a Landlord portal so that Social Landlord’s can self serve. This portal will provide the following benefits:

* Immediate access to details of rent payments and HB award for those receiving HB direct
* A record of all payments made direct to a HA including a breakdown of individual tenants
* Ability to extract the payment information in to Excel.
* Facility to report changes and make enquiries
* Load directly all rent increases directly through the portal.

The Benefit Service will provide a user manual and give passwords to 3 officers within each organisation. This password should not be shared within the organisation and confidentially of data must be maintained.

The link for the portal is: https://landlords.wandsworth.gov.uk/pls/rblive\_selfsrv\_ax/f?p=12000:200:

All HA’s who have already been given access to the portal must use this facility, rather than contacting the team direct. All landlords will be eventually been given access to this portal. Priority will be given to those enquiries through the portal.

For HA’s not signed up to the portal for the short term can email the team direct on: [HBlaision@wandsworth.gov.uk](mailto:HBlaision@wandsworth.gov.uk).

For cases of immediate urgency such as eviction cases, the liaison team can be contacted on 0208 871 7591. This telephone number should only be used when an immediate response is required, all other enquires must be put in an email if no access to the portal or through the portal if the organisation has access.

All rent increase information are submitted via an excel spreadsheet for tenants in receipt of Housing Benefit direct in the agreed format.

Housing Associations/ Co-ops must inform the Council if they are aware of any changes that may affect a customer’s claim for Benefit such as starting work, change in household members, or change in address. Overpayments can be reclaimed from the Landlord unless they were unaware of a change.

**Arboricultural SLA**

**NB.** The below is not a formal, or in date, SLA. However WBC’s Arboricultural section do not have any further documentation agreed with WPC.

**Wandsworth Council** Environment and Community Services Arboricultural Section

Wandsworth Common Depot Dorlcote Road London SW18 3RT

Please ask for/reply to: Patrick Langley Telephone: 020 8871 6370

Fax: 020 8870 7129

Email: [Plangley@wandsworth.gov.uk](mailto:Plangley@wandsworth.gov.uk)

Web: [www.wandsworth.gov.uk](http://www.wandsworth.gov.uk/)

Our ref: DLAS/PL/04/8/ SLA 2012/14 Your ref: n/a

Date: 11th April 2012

**Tree Inspection and Maintenance 2012/14**

I am writing with reference to the possibility of your Estate setting up a Service Level Agreement with the Tree Section of Wandsworth Council.

**Please be sure to return your slip confirming yes or no**, so we can up date our records and plan next years programme. I hope we shall continue to provide a service to as many of you as possible.

The details of such an agreement are as follows.

The agreement will last for 24 months.

The Tree section will visit the Estate to inspect the trees to ascertain the health and condition.

We will record and keep details of all the trees on site. A survey schedule will be produced

which recommends the works we consider to be essential for safety purposes, and the works we consider desirable to ensure the trees are healthy and worthwhile as amenity features.

Subject to the Estates approval we will obtain prices for the works from our contractor’s schedule of rates for both the essential works and the desirable works. The prices will be forwarded to you for consideration.

Subject to the Estates acceptance of the price, the works will be awarded to our contractor (who has already gone through WBC’s tender process for best value) The tree section will supervise the works to ensure that they are completed to the appropriate standards.

The tree section will initially settle the account with the contractor and will duly issue an invoice to the Estate for the works

During the 24-month agreement period the tree section will, on request, make site visits to the Estate to advise upon any *ad hoc* problems or tree related issues (eg pest & diseases, problems due to roots, abnormal growth etc). Subject to the Estates agreement, the tree section will arrange any necessary tree works resulting from such visits.

The tree section will provide 24hr emergency cover to inspect emergency works (eg fallen trees or broken branches caused by strong winds) and to make any necessary arrangements to deal with such situations.

Subject to a request from the Estate, the tree section will advise upon, and arrange as necessary, tree planting within the Estate grounds, at the Estate s cost.

Upon request, the tree section will provide advice on the effects on trees of any building or redevelopment works that the Estate may want to carry out.

Wherever possible the tree section will provide any general advice requested by the Estate.

The cost of this service will be £10.00 per tree, subject to a minimum fee of £100.

Yours sincerely

Mr P Langley

Arboricultural Manager

**CHAPTER 8: SCHEDULE 1 Annex C –** Performance Monitoring

Report Templates

The following reports are completed as part of the Council’s performance monitoring

agreement with WPC. The monitoring calendar shows how the Council complete the

process over each financial year

The documents included are:

1. Resident Management Organisation Monitoring Calendar (Financial Year)
2. Annual Review Monitoring Visit Form Template
3. Annual General Meeting (AGM) Monitoring Review Form Template
4. Quarter 2 Monitoring Visit Review Form Template
5. Quarter 4 Monitoring Visit Review Form Template
6. Quarterly Performance Report Template

### Resident Management Organisation Monitoring Calendar (Financial Year)

|  |  |  |  |
| --- | --- | --- | --- |
| **Month** | **Monitoring visits** | **RMO reports due from Estate Manager** | **Council reports due** |
| April | Q4 monitoring visit (review of last two quarters) with RPO and Estate Manager | Q4 RMO performance report due by 10th of month after quarter end | Q4 RMO Performance Report (to each RMO and next available Co-op Forum for benchmarking purposes) |
| June | Annual Review Monitoring Visit & RMO Report  Site visit with Estate Manager and Chair/Board officer with RPO and line manager |  |  |
| July | AGM Monitoring Form completion by RPO | Q1 RMO performance report due by 10th of month after quarter end | Q1 RMO Performance Report (to each RMO and next available Co-op Forum for benchmarking purposes) |
| September |  | RMO to produce Annual Report to residents (could be in newsletter style) | Housing Overview and Scrutiny Committee RMO Annual Report (to include annual performance)  Council’s Annual Report to Residents (Homelife) |
| October |  | Q2 RMO performance report due by 10th of month after quarter end |  |
| November | Q2 monitoring visit (review of first two quarters) with RPO and Estate Manager |  | Q2 RMO Performance Report (to each RMO and next available Co-op Forum for benchmarking purposes) |
| January |  | Q3 RMO performance report due by 10th of month after quarter end | Q3 RMO Performance Report (to each RMO and next available Co-op Forum for benchmarking purposes) |

**Annual Review Monitoring Visit Form Template**

**RMO Contract Compliance – Annual Review Report**

Name of RMO: XXXXX No: of properties managed:

Date review inspection carried out: XXXX

Review inspection carried out by: XXXXX

The following areas will be reviewed as part of the annual contract compliance review inspection:

|  |
| --- |
| 1. **Background** |
| 1. **Key findings** |
| 1. **Recommendations from previous review and/or Audit** |
| 1. **Member’s Enquiries, Complaints and Correspondence**   4.1 Cllr/Members Enquiries  4.2 Complaints  4.3 Correspondence |
| **5. Staff**  5.1 Sickness  5.2 Contracts and staff records |
| 1. **Property issues**   6.1 Repairs and Maintenance  6.2 Contractors used & tendering arrangements  6.3 Landlords’ Gas Servicing Records  6.4 Void Management |
| 1. **Tenancy issues**   7.1 Tenancy file audit  7.2 New tenant visits  7.3 Occupancy checks  7.4 Anti-social Behaviour  7.5 Tenancy Management |
| 1. **Customer Services** |
| 1. **Governance** **and Resident Involvement** |
| 1. **Equal Opportunities** |
| 1. **Resident Satisfaction Surveys** |
| 1. **Estate Management** |
| 1. **Service Improvements** |
| 1. **Service Standards & Local Offers** |
| 1. **Compliance with WBC finance procedures** |
| 1. **Overall Comments** |
| 1. **Co-op comments** |

1. **Background**

The contract compliance audits are carried out to ensure the RMO is complying with it’s obligations under the terms of the management agreement.

The officers will require access to both electronic and hard copy data in order to assess the overall effectiveness of the RMO. The details below give some guidance as to what will be reviewed. This list is not exhaustive and is issued for guidance only.

1. **Key Findings *(to be entered post review with timescales for recommendations/actions)***
2. **Recommendations from previous review or WBC Audit**
3. **Validation checks**

**Correspondence, Member’s Enquiries and complaints**

A sample of correspondence, members enquiries and complaints will be reviewed, using the following criteria:

* Was the response clear (e.g. in plain English?)
* Was a right of appeal given? Details of Ombudsman service given?
* Were all issues addressed?
* Was a solution provided? (where the RMO was at fault)
* Was an apology given? (where the RMO was at fault)
* Spelling and grammatical errors
* Quality of reply and layout
* Was the response given on time?

**4.1 Members/Councillor Enquiries**

|  |  |
| --- | --- |
| % of member enquiries responded to on time |  |

Audit checks:

|  |  |  |  |
| --- | --- | --- | --- |
| Address | Response in time Y/N | Quality ok Y/N | Reason (i.e. R&M, ASB, housing transfer, etc) |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

|  |  |
| --- | --- |
| Details of system in place: | |
| Are the findings in line with reported statistics? Y / N |  |

* 1. **Complaints**

|  |  |
| --- | --- |
| Number of complaints upheld |  |
| Number of complaints partially upheld |  |
| Number of complaints not upheld |  |

Audit checks:

|  |  |  |  |
| --- | --- | --- | --- |
| Address | Response in time Y/N | Quality ok Y/N | Reason (i.e. R&M, ASB, housing transfer, etc) |
|  |  |  |  |
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|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

|  |  |
| --- | --- |
| Details of system in place: | |
| Are the findings in line with reported statistics? Y / N |  |

* 1. **Correspondence**

|  |  |
| --- | --- |
| % of correspondence responded to on time |  |

Audit checks:

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Response in time Y/N | Quality ok Y/N | Reason (i.e nature of correspondence) |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

|  |
| --- |
| Details of system in place: |

**5.0 Staff Records**

|  |  |  |  |
| --- | --- | --- | --- |
| Staffing levels |  | Vacancies |  |
| Sickness | Possible days available  (total working days per annum minus leave and bank hols) | Days lost through sickness | % absence |
|  |  |  |  |
|  |  |  |  |

Include review of staffing file arrangements and check contracts issued. Evidence of staff 1-2-1/supervision

Disciplinary and grievance procedures? Any issues?

Training attended by staff in last 12 months?

Clocking in/out arrangements and leave sign off.

Staff absence cover arrangements and recruitment processes

Lone working arrangements.

**6. Property issues**

* 1. **Repairs and Maintenance**

Audit checks: Repair cases checked include ordering and payment of invoice process:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Repair ref no: | Repair Priority  E/Urgent/Non urgent | Target completion date | Actual Completion date | Comments |
|  |  |  |  |  |
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|  |
| --- |
| Check random tenanted property for standard of repairs and comment:  Check an insurance repair case:  General Comments: |

* 1. **Use of contractors**

**Comments to include:**

Tendering arrangements

Contractors used

* 1. **Landlord’s Gas Servicing Records**

*Note: Not all RMOs have responsibility for this function- the Council retains it elsewhere.*

*RPO to check with heating section if there are any issues prior to visit if RMO has responsibility*

|  |  |
| --- | --- |
| % of gas servicing achieved |  |
| Of those outstanding, how many > 6 months? |  |
| No: of forced entries? |  |

**Comments to include**

Achieving target

Record keeping (check certificates)

No access issues

* 1. **Void Management**

Check what Financial Standing orders say about void works and when committee approval is needed and if it has been sought.

|  |  |
| --- | --- |
| Void Performance:  Discuss from quarterly report statistics trends and improvements required |  |
| Check post inspection records: |  |
| Check Gas / electric certificates/EPCs |  |
| Inspect Void if available |  |
| General Comments |  |

1. **Tenancy issues**

**7.1 Tenancy file audit**

Audit to include sample of tenancy files

|  |  |  |
| --- | --- | --- |
| **Name** | **Address** | **Comment** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Are tenancy files secure?

Copy of tenancy agreement?

Record of sign up / let sheet?

Correspondence on file – quality?

1. **Welcome visits to new tenants**

|  |  |
| --- | --- |
| Check % visited and timescales.  Random check of 2 files |  |
| New Tenant co-op info & membership  *Check adequacy of what is provided& comment:* | |

* 1. **Occupancy checks**

|  |  |
| --- | --- |
| Number checked in 12 months  Check 2 random files where check has taken place |  |
| Comments | |

**7.4 Anti-social behaviour/nuisance cases**

|  |
| --- |
| Check system for logging ASB:  Check 2 ASB files at random:  Procedures followed? |
| Comments: |

* 1. **Tenancy Management**

Review and discuss any tenancy management cases that arose during the year e.g. successions, UOs, management transfer cases, any management hand-back cases dealt with. Quality of information provided etc

|  |
| --- |
| **Comments:** |

1. **Customer services**

Accessibility/office cover arrangements/opening times

Out of hours cover – caretaking / repairs / emergencies

Information available

Web site

Newsletters

Annual report

Complaints procedures – clear & accessible information available?

1. **Governance and resident involvement**

Check MMA requirements for meetings are being met

|  |  |
| --- | --- |
| **AGM:** minutes/papers received? |  |
| Properly advertised & sufficient notice given? |  |
| Record of **Committee meetings** & minutes |  |
| Have at least 75% of committee meetings in last 12 months been quorate?  If not quorate were they held a week later as per MMA? |  |
| Record of **General Meetings** & minutes  Properly advertised & sufficient notice given? |  |
| Decisions and actions clearly recorded in all minutes? |  |
| Membership records up to date?  Number of members: |  |
| **Date Continuation Ballot due:**  Evidence of results if in last 12 months  Are arrangements in place if it is due this year? |  |
| What training has the committee had in last 12 months?  Training plan for coming year? |  |
| Check Register of Interests updated in last 12 months  Check register of gifts and hospitality updated in last 12 months |  |
| Attendance at Co-op Forum?: |  |

1. **Equal Opportunities**

What records do they have? (allocations/employment/committee membership/employment of contractors)

Are they adequate?

Has Co-op reviewed compliance with equal opportunities?

1. **Resident satisfaction surveys**

Summary of results for any that are conducted e.g. repairs, annual satisfaction survey etc

1. **Estate management**

Check records of health & safety inspections carried out

Follow ups from FRAs actioned?

Follow ups from Playground inspections actioned? (if applicable)

Inspect cleaning and gardening standards and arrangements

1. **Service Improvements**

Note any made or to be considered in the future?

1. **Service Standards & local offers**

General check that co-op is complying with WBC published service standards

Any local offers consulted on and agreed?

1. **Compliance with WBC finance procedures**

Refer to any recent/last Audit report:

How are budgets are monitored

Management committee authorisations

Financial Standing Orders understood & being followed?

Other?

1. **Overall Comments WBC: *(to include timescales for action points)***
2. **Co-op Comments (Chairperson)**

**----------------------------------------END OF INDIVIDUAL REPORT-----------------------------**

# AGM MONITORING FORM

## Section 1: TMO Name: Date of AGM: No: of units managed

| Monitoring query | **Answer** | **Comments, if any** |
| --- | --- | --- |
| Date of last AGM |  |  |
| Name of person monitoring |  |  |
| Number of members present/Is it quorate? | Number present:  Quorate: Yes / No |  |
| Were non-members given the opportunity to join at the AGM? |  |  |
| Did you receive a copy of the notice circulated to all tenants giving notice of the AGM?   1. When did you receive a copy of the notice of the AGM circulated to all tenants 2. Did Notice period comply with TMO rules 3. How was the notice advertised / distributed? 4. AGM Agenda received? 5. Papers issued in advance of meeting? |  |  |

## Section 1: Standard AGM business

NB This page may need to be completed after officers are elected, at the first committee or board meeting after the AGM.

Check what are TMO rules - elections at AGM / 1st meeting after AGM

|  |  |  |
| --- | --- | --- |
| Monitoring query | **Answer** | **Comments, if any** |
| Name of auditor for forthcoming year |  |  |
| Chair |  |  |
| Vice-Chair |  |  |
| Treasurer |  |  |
| Secretary |  |  |
| Rep to Co-op Forum (up to 4 allowed in Forum constitution) |  |  |
| Rep to Co-op Forum |  |  |
| Rep to Co-op Forum |  |  |
| Rep to Co-op Forum |  |  |
| Was a vote taken to continue in management for a further year? |  |  |

## Section 1: Equal opportunities monitoring

*NB: It is not intended that this form should be a questionnaire. It is the compiler’s subjective perceptions, based on observation or prior* ***knowledge.***

Because this is subjective, should there equalities info on the membership register used at AGM logging attendance?

|  |  |  |  |
| --- | --- | --- | --- |
| ***Representativeness of local community***  ***(rated 1-5, 1= unrepresentative, 5= representative)*** | **Sex** | **Age** | **Ethnicity** |
| **Membership in attendance at AGM** |  |  |  |
| Committee or board |  |  |  |
| **Officers** |  |  |  |
| **Any comments/reasons for scores set out above:** | | | |

## Section 2: Other AGM business:

|  |  |  |
| --- | --- | --- |
| Monitoring query | **Answer** | **Comments, if any** |
| Did the agenda include:   * Minutes of previous AGM? * Consideration of the frequency of meetings during the coming year? * Annual report or performance report for previous year? * Accounts and balance sheet for previous year? * Discussion of how to spend surpluses (if any) * Appointment of auditor? * Register of Interests available? * Offer to apply for membership prior to meeting given? * Report on TMO’s key PI & Business plan |  |  |
| Any other comments about how well the meeting was run and conducted? |  | |

## Section 3: Follow up after AGM business:

|  |  |  |
| --- | --- | --- |
| Monitoring query | **Answer** | **Comments, if any** |
| * Minutes of this AGM received? * Annual return of elected committee members received and saved on P drive? * Co-op Forum reps identified and added to Forum e mail list of attendees? * Check if representative split of leaseholders and tenants on committee and notify co-op if unrepresentative for them to try to address |  |  |

**----------------------------------------------------------------End of individual report--------------------------------------------------------------------------**

**TMO Review & Monitoring Visit by RPO**

**APRIL (just after end of Q4)**

| **TMO Name: Date of visit:** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
|  |  | **What to check** | **Assessment**  **Good/Satisfactory**  **/poor** | **Comments** | **Action to be taken** |  |
| Performance information report | Performance | Have you received performance information from the TMO by the 10th of the month after the end of each quarter to date? |  |  |  | |
| Has the form been completed correctly? |  |  |  | |
| Are there any performance concerns over the last 2 quarters?  (Other than rent) |  |  |  | |
|  | R&M | Check the last 2 quarter figures for repairs performance and if worse than WBCs what is TMO proposing to do to improve? |  |  |  | |
|  | Voids | Check the last 2 quarter figures for voids performance and if worse than WBCs what is TMO proposing to do to improve? |  |  |  | |
| Customer service | Co-op handbook | Has the Co-op got a handbook for tenants and leaseholders? Is it up to date? |  |  |  | |
| Telephone | Does the telephone service give clear information on who to contact for out of hours emergencies? |  |  |  | |
| Does the answer machine tell callers the co-op name and office opening times? |  |  |  | |
|  | Office opening | Has the office been open as per advertised opening times?  Staff cover arrangements? |  |  |  | |
| Financial information report | Finance | Have you received a financial information report from the TMO in the last 2 quarters? |  |  |  | |
| Are there any financial concerns i.e. has interest been added to the account? |  |  |  | |
|  | Budget | When was next year’s draft budget approved by the committee?  When was it approved at a General Meeting?  Does the budget make reasonable provision for services?  Does the budget leave the TMO with a reasonable reserve fund?  (approx 3 months income) |  |  |  | |
| Committee meetings | Governance | How many meetings were held in the last 2 quarters? Is this in line with the rules? |  |  |  | |
| How many meetings were quorate? |  |  |  | |
| Are there enough committee members according to the rules? |  |  |  | |
| If not what action has the TMO taken to fill vacancies? |  |  |  | |
| Committee meeting minutes | Governance | Have you received minutes of each committee meeting? |  |  |  | |
| Have you received agendas and papers for each committee meeting in advance of the meeting? |  |  |  | |
| Do the minutes record  Date of the meeting?  Who was at the meeting?  The decisions taken? |  |  |  | |
| Did the committee consider a financial information report from the Treasurer in the last 2 quarters? |  |  |  | |
| Did the committee consider a performance information report at each meeting? |  |  |  | |
| Audit Report | Governance | State date of last Audit Report in comment box |  |  |  | |
| Check progress on any Audit recommendations outstanding.  Is there evidence of an updated action plan? |  |  |  | |
| Estate inspections |  | Check inspection reports carried out for the last 2 quarters including play areas |  |  |  | |
| After the RPO has inspected the estate, are there any issues needing action by the Co-op or WBC? |  |  |  | |
| Are there any performance concerns over gardening, cleaning, H&S? |  |  |  | |
| Complaints |  | Check how many complaints the TMO received last 2 quarters & ensure they have been dealt with properly. |  |  |  | |
|  |  | If there are no recorded complaints look at a small sample of correspondence to ensure they have been dealt with properly |  |  |  | |
| Misc. | Intranet | Are there any changes required for the intranet? Contact names/ numbers. Changes to services? |  |  |  | |
| Misc. |  | Any other issues raised as a result of discussions?  Or  Issues raised from review of committee minutes/discussions? |  |  |  | |

**-----------------------------------------------------------------------------End of individual report-------------------------------------------------------------------------------**

**TMO Review & Monitoring Visit by RPO**

**OCTOBER (Just after end of Q2)**

| **TMO Name: Date of visit:** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Requirement** | **Assessment Area** | **What to check** | **Assessment**  **Good/Satisfactory/**  **Poor** | **Comments** | **Action to be taken** |  |
| Performance information report | Performance | Have you received performance information from the TMO by 10th of month after the end of each quarter to date? |  |  |  | |
| Has the form been completed correctly? |  |  |  | |
| Are there any performance concerns over the 2 quarters? |  |  |  | |
| Financial information report | Finance | Have you received a financial information report from the TMO in the last two quarters? |  |  |  | |
| Are there any financial concerns i.e. has interest been added to the account? |  |  |  | |
| Committee meetings | Governance | How many meetings were held in the last 2 quarters? Is this in line with the rules? |  |  |  | |
| How many meetings were quorate? |  |  |  | |
| Are there enough committee members according to the rules? |  |  |  | |
| If not what action has the TMO taken to fill vacancies? |  |  |  | |
| Committee meeting minutes | Governance | Have you received minutes of each committee meeting? |  |  |  | |
| Have you received agendas and papers for each committee meeting in advance of the meeting? |  |  |  | |
| Do the minutes record  Date of the meeting?  Who was at the meeting?  The decisions taken? |  |  |  | |
| Did the committee consider a financial information report from the Treasurer in the last 2 quarters? |  |  |  | |
| Did the committee consider a performance information report at each meeting? |  |  |  | |
| Audit Report | Governance | State date of last Audit Report in comment box |  |  |  | |
| Check progress on any Audit recommendations outstanding.  Is there evidence of an updated action plan? |  |  |  | |
| RPO Estate inspection |  | Are there any issues needing action by the TMO or WBC? |  |  |  | |
| Are there any performance concerns? |  |  |  | |
| Out of Hours |  | Have the TMO an adequate service provision for this service (if applicable)? |  |  |  | |
| Annual accounts | Finance | Were the accounts received in time?  (must be submitted to FSA/Companies House by 30th Sept) |  |  |  | |
|  | Have the accounts been audited? |  |  |  | |
|  | Do the accounts show the major works / cyclical maintenance account? |  |  |  | |
|  | Do the accounts show the reserve (contingency sum) fund? |  |  |  | |
|  | Do the accounts show the surplus (profit from efficiencies)fund? |  |  |  | |
| Reserve fund |  | The TMO’s auditor must certify the reserve fund contains an adequate amount. (New MMA Chapter 5/ 8.1)  Has the auditor certified the reserve fund is adequate? |  |  |  | |
| Auditor’s management letter |  | Auditor’s management letter must be provided within one month of receipt.  Has the letter been provided in time? |  |  |  | |
| Are there any adverse comments from the auditor? |  |  |  | |
| Leasehold actual service charges |  | Did the TMO provide actual service charges to WBC on time? 31st July |  |  |  | |
|  |  | Are there any concerns about the figures provided? |  |  |  | |
| Rent PI’s | Performance | Where there any issues or problems  with rent collection? |  |  |  | |
| Complaints |  | Check how many complaints were received in the last 2 quarters and ensure they have been dealt with properly |  |  |  | |
|  |  | If there are no recorded complaints look at a small sample of correspondence to ensure they have been dealt with properly |  |  |  | |
| Misc. | Intranet | Are there any changes required for the intranet? Contact names/ numbers. Changes to services? |  |  |  | |
| Misc |  | Any other issues raised as a result of discussions?  Or  Issues raised from review of committee minutes/discussions? |  |  |  | |

**-----------------------------------------------------------------------------End of individual report-------------------------------------------------------------------------------**

**Quarterly Performance Report Template**

**PDF TO BE INSERTED – 4 PAGES**