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Summary

Chorley Borough Council is proposing to transfer the ownership and management of all its homes to Chorley Community Housing Limited, a new, not for profit, housing organisation, which would be set up by the Council if tenants vote in favour of transfer.

Chorley Community Housing would be part of the Adactus Housing Group. Adactus are based in the North West, and have worked with the Council for a number of years. Chorley Community Housing would be locally accountable, with its own Board.

This is the formal offer document which gives you details of the Council's proposals, and outlines the promises the Council are making to you should the transfer go ahead.

The Council believes the transfer will bring real benefits to you and is the only way to maintain and improve the housing service to the standards you expect. But it is for you to decide whether this should happen. Transfer could only go ahead if you, the tenants, have indicated your support in a secret ballot, with a majority of those voting saying 'yes'.

The secret postal ballot of

all Council tenants is to be held in the Summer of 2006.

What would the transfer mean for you?

Here are our 12 commitments to you if the transfer goes ahead:

Better Homes

1. Delivering improvements to your home

Chorley Community Housing would invest £26 Million in your homes in the first five years after transfer. This would bring homes up to the standard you have told us that you want.

2. Delivering more for your money

Chorley Community Housing would charge you the same rent and service charge as the Council, but you would get more money invested in your home, neighbourhood and services.

3. Delivering repairs

Chorley Community Housing would continue to provide the free repairs service, delivered by the same skilled in-

Chorley Community Housing

DELIVERING:

- ✓ Better Homes
- ✓ Better Neighbourhoods
- ✓ Better Services

house repairs team.

4. Delivering protection of your key rights

Chorley Community Housing would protect your key rights, including your Right To Buy, which would be guaranteed through a new tenancy agreement.

5. Delivering new homes

Chorley Community Housing, through joining the Adactus Housing Group, would see at least 200 more affordable homes provided in the Borough in the first five years after transfer.

Better Neighbourhoods

6. Delivering safer neighbourhoods

Chorley Community Housing would set up a new, dedicated anti-social behaviour team, with access to a range of specialist equipment.

7. Delivering services in your neighbourhood

Chorley Community Housing would employ Neighbourhood Officers to co-ordinate services in your neighbourhood.

8. Delivering clean neighbourhoods

Chorley Community Housing would set up a Neighbourhood

Caretaker service, to be piloted in three areas.

9. Delivering local employment opportunities

Chorley Community Housing would employ apprentices and would use local contractors where possible.

Better Services

10. Delivering new services for older people

Chorley Community Housing would set up a Gardener/Handyperson service for sheltered schemes.

11. Delivering tenant involvement

Chorley Community Housing would provide a menu of opportunities for tenants to get involved, including becoming members of Chorley Community Housing, and tenants having 4 seats on the Board..

12. Delivering customer access

Chorley Community Housing would aim to deliver services to your doorstep, and would also provide an easily accessible office in Chorley town centre.

Compare the difference

[Summary, in table format, comparing staying with the Council to transfer to Chorley Community Housing to be added]

	With Chorley Community Housing	Staying with the Council
Same rents	Yes	Yes
Free repairs service	Yes	Yes
Security of tenure protected	Yes	Yes
Same staff	Yes	Yes
Money to be spent on homes in next 5 years	£26 Million	£9 Million
Homes with new kitchen layouts in next 5 years	1300	0
Over bath showers installed in next 5 years	2816	0
Number of additional homes with off street car parking	985	0
Number of additional affordable homes	200	0
Estate caretakers	Yes	No
Gardener/Handypersons	Yes	No
Specialist anti-social behaviour team	Yes	No

Chorley Community Housing – “YES” to Better Homes, Better Neighbourhoods & Better Services

Section 1

The Housing Transfer Proposal

Summary:

- The Council is consulting you about a possible transfer of its homes to Chorley Community Housing, a new, local, not for profit housing organisation.
- The transfer would mean:

More investment in homes;

- ✓ £26 Million invested in homes in the next five years;
- ✓ Homes brought up to the Chorley Standard – the standard you have said you want for your home;
- ✓ At least 200 additional affordable homes for local people;

More investment in neighbourhoods;

- ✓ Garden fencing and new car parking;
- ✓ Estates re-designed to reduce crime;
- ✓ Services delivered in your neighbourhood;

More investment in services

- ✓ Dedicated anti-social behaviour team;
 - ✓ Gardener/handy person scheme for sheltered tenants;
 - ✓ Neighbourhood caretakers
- Rents the same as they would be with the Council.
 - Security of tenure protected.
 - You would deal with the same staff
 - The Council would not be able to provide the same level of service in the future as it does now.
 - Transfer can only go ahead if a majority of tenants vote in favour

Section 1

The Housing Transfer Proposal

1 The Proposal

Chorley Borough Council ("the Council") is consulting you about a possible transfer of all its homes to Chorley Community Housing.

The Council would establish Chorley Community Housing as a new, local, not for profit organisation, which means that all its income would be ploughed back into providing services to tenants and improving homes.

Chorley Community Housing would be a member of the Adactus Housing Group, but would have its own locally accountable Board, and would make its own decisions. It would benefit from economies of scale by working with Adactus, which would reduce its running costs. This would mean more money could be spent on improving homes, neighbourhoods and services.

Transfer would only go ahead after a ballot of all tenants, and if a majority of tenants are in favour.



More information about Chorley Community Housing and the Adactus Housing Group can be found in Section 7 of this document.

More than 200 transfers have already taken place across England since the late 1980s, involving over 900,000 households who have benefited from almost £14 billion of investment. Within Lancashire, transfers have taken place in Preston, South Ribble, Blackburn with Darwen, Wyre, Fylde and Burnley.

The Council believes that transfer would have many benefits for tenants, but it will be for you to make the decision in a ballot of all of the Council's secure and introductory tenants. Depending on the feedback to this consultation, the Council will decide whether to go ahead with the ballot. If it does, the ballot will be held this Summer. **The transfer would only go ahead if the majority of tenants who vote are in favour of the transfer.**

You are not being asked to vote at this time, but the Council wants to hear what you think about the offer set out in this document. A response form is included in this document (inside the front cover) for you to return to us with your views and comments. This is already addressed and you do not need a

stamp. **Your views are important – please tell us what you think.**

PLEASE RETURN THE FORM WITH YOUR VIEWS BY MONDAY 12 JUNE 2006.

If you would like your card to be collected, please contact us on the free phone number below.

If you have any comments or views about any aspect of this proposal, please phone the Council's freephone help line 0800 073 0262.

2 Why is the Council proposing transfer?

It has always been the Council's aim to provide good quality, well-managed and well-maintained homes at an affordable rent – now and in the future. Indeed, it has taken pride in the past in the services it has provided.

The Council has talked to tenants about the standard of homes they want to live in, and has looked at the future housing needs in the Borough. Together with tenants we have agreed the Chorley Standard, and have recently commissioned a survey of our properties to look at their condition and assess how much extra investment is needed.

This work has revealed that:

£26 Million needs to be spent on your homes in the next 5 years

350 more affordable homes needed

Council gives £1.6 Million of your rent money to the Government each year

- In total, over £140 million would need to be spent on the homes over a thirty year period;
- £26 million of improvements are required in the next five years to bring homes up to the standard tenants expect;
- To meet the high local demand, there is a need for an additional 350 affordable rented homes in the Borough over the next 5 years.
- You have told us you want to see more investment in your homes, more investment in your neighbourhood and more investment in the services you receive.

The Council does not have now, and is unlikely to have in the future, enough money to pay for these improvements or to fund the much needed additional affordable housing. The reasons for this include:

- This year the Council will have to pay over £1.6 million of your rent money to Central Government. This is unlikely to change in the future;
- Current Government finance rules mean that the Council is not able to borrow enough money to pay for the programme of improvements needed;

- Chorley is not seen as a priority area for Central Government funding for new affordable housing;
- The Council loses properties each year through Right to Buy sales. This reduces the money it has to repair and improve homes each year.

The decision to propose transfer was made following a thorough assessment of all the options open to the Council. This decision was made by a group of 15 tenants/leaseholders and 10 Councillors, and was unanimously supported by the Council.

3 What are the key benefits of the transfer?

The Council believes that the key benefits for tenants of a transfer would be:

- ✓ **£26 million spent on tenants' homes within 5 years of the transfer**
- ✓ **Rents and other charges the same as the Council would charge**
- ✓ **Neighbourhood improvements, such as garden fencing and car parking**
- ✓ **Estates re-designed to reduce crime**
- ✓ **Increased tenant participation opportunities and a direct say**

in running the service with 4 Tenant members on the Board

- ✓ **Dedicated anti-social behaviour team**
- ✓ **Services delivered in the neighbourhood**
- ✓ **Ownership of the homes by a new, local, not for profit housing organisation**
- ✓ **The protection of your key rights and entitlements in a new tenancy agreement. This ensures that tenants keep all the rights they currently enjoy, plus a new right that Chorley Community Housing would not be able to change the terms of your tenancy without your agreement. The proposed new tenancy agreement, which has been drawn up in consultation with tenants is set out in section 10 of this document.**
- ✓ **At least 200 additional homes for local people at affordable rents.**

4 About Chorley Community Housing

Chorley Community Housing would be a new housing organisation, set up by the Council. It would be local and not-for-profit, which means any surpluses will be ploughed back into housing services and paying for

improvements to homes and neighbourhoods.

Chorley Community Housing would employ the same staff who work for Chorley Borough Council Housing Services now, so you would deal with the same housing staff, including sheltered Scheme Managers and Repairs Officers, that you do now.

It would be registered with the Housing Corporation, the government agency responsible for regulating registered social landlords.

Chorley Community Housing would be part of the Adactus Housing Group. This means they would be able to benefit from economies of scale, so that more money could be spent on providing services to you.

More information about Chorley Community Housing can be found in section 7 of this document.

5 What happens if the transfer does not go ahead?

If the transfer does not go ahead you would remain a tenant of the Council. The Council would do its best to deliver a good service, but would not have as much money to spend as Chorley Community Housing.

This means that **the Council would not be able to keep providing the same standards of service to you.** It would have to look at the times for responding to repairs. It would have to look at its other staffing costs, and

would have to consider cutting back on discretionary services, such as tenant participation and providing support to tenants.

The Council would not be able to invest in the additional services that Chorley Community Housing would be able to.

And the Council would certainly not be able to invest in your homes as much money as Chorley Community Housing. Our current estimates show that the Council would be able to invest only £9 Million in your homes in the five years after the proposed transfer. This is £17 Million less than Chorley Community Housing would.

This means there would be a reduced programme of new kitchens and new bathrooms. There would be no new off-street parking provision. There would be no programme of fencing to properties.

Neither would the Council be able to invest in developing more affordable housing. This means waiting lists would continue to grow as the Council could not meet the identified need for affordable housing.

Whether the transfer goes ahead or not, the rent and other charges you pay would be the same. Both the Council and Chorley Community

The Council could not keep providing the same standard of service

The Council could invest £17 million less than Chorley Community Housing would

You would be paying the same, but getting less

Housing would be required to charge the same rents for similar sized properties by 2012, under Government rules.

In effect, you would be paying the same for less.

6 Why can't the Council spend what is needed?

The Council has to comply with Government rules about spending. This means:

- The Council cannot borrow enough money to pay for repairs and improvements to your home;
- £1.6 million of tenants' rents are paid over to the Government each year;
- The Council has to give back to Government nearly three quarters of the money it gets from the sale of homes through Right To Buy.
- The Council has very limited money available to fund new affordable homes, and is not in a priority area for additional Government funding.

7 Why would Chorley Community Housing be in a better financial position than the Council?

Chorley Community Housing would be in a better position to repair and improve homes and

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provide better services because:

- It is not restricted in what it can borrow in the same way as the Council. It would be able to pay back the money it borrows over a period of about 30 years using rents to fund the repayments;
- Every pound of rent money received could be spent on the housing service. It would not have to pay any money back to the Government.

8 How is the price that Chorley Community Housing would pay for the homes calculated?

Chorley Community Housing would buy the homes from the Council if the transfer goes ahead.

The price that Chorley Community Housing would pay the Council follows a formula laid down by the Government.

This is very different from the value of homes sold to tenants under the Right To Buy or homes sold on the open market.

The formula takes account of:

- The fact that properties must be kept available for affordable renting (although existing tenants would still be able to buy their homes) and that tenants keep their security of tenure;
- The likely tenant rents payable over a 30 year period;

Every pound of rent Chorley Community Housing receive would be spent on the housing services to you. It would not have to pay any money to the Government.

- The cost of management, repairs and improvements over a 30 year period;
- The cost of carrying out the promises contained within this document.

9 How would the Council use the money from the transfer sale proceeds?

If the transfer goes ahead, the Council would have to use some of the money it receives to meet the cost of the transfer and also pay some of it back to the Government. Some of the money will also be used by the Council to repay loans.

10 What would the future role of the Council be?

If the transfer goes ahead, the Council would no longer be your landlord, but would work in partnership with Chorley Community Housing.

The Council would monitor the performance of Chorley Community Housing to ensure that it meets all the promises set out in this offer document. **These promises would be the subject of a legally binding contract between the Council and Chorley Community Housing.**

The Council would also continue to have an important housing role. They would still:

- Have responsibility for assessing future housing needs and condition in the Borough and plan how to meet these;
- Have responsibility for ensuring there is a comprehensive homelessness and housing advice service in the Borough;
- Continue to have a strategic housing role, to ensure that all housing organisations work together to meet the housing needs of the Borough;
- Be able to nominate 4 people to the Board of Chorley Community Housing ;
- Continue to make sure housing standards in the Borough were raised;
- Continue to run the housing benefit service; and
- Continue to provide other non-housing services, such as refuse collection, environmental health and planning.

11 The role of tenants in developing these proposals

Since the start of this process the Council has made sure that tenants have been fully involved. The first step was the Options Appraisal, where a working group of tenants and councillors considered the options for the Council. The tenants made up a majority of this working group, and it recommended that

transfer was in the best interests of tenants.

To ensure that tenants' views have been fully considered, the Council has:

- Consulted with the Tenants Forum and local tenants groups;
- Carried out various tenant surveys;
- Held meetings across the borough;
- Included tenant representatives on all groups;
- Appointed an independent tenant advisor (PS Consultants), who reports to a group of tenants – the ITA Steering Group;
- Issued newsletters and provided a free phone service to receive comments and feedback.

PS Consultants were appointed by a group of tenants to give advice to all tenants throughout the process of the proposed housing transfer. They are completely independent, and represent the interests of tenants. Their contact details are to be found at the end of this section.

12 The role of tenants in this consultation

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

to play. The Council has to follow strict rules set down by Government in holding this consultation.

These proposals have been recommended by tenants, for all tenants, to get the investment needed to make:

- ✓ Better homes
- ✓ Better neighbourhoods
- ✓ Better services.

The Council will consider any comments you make on the proposal set out in this document. There is a card to help you make any comments attached to the cover. Please send your comments to reach the Council by Monday 12 June 2006.

All views and comments received will be carefully considered. Only then will the Council decide whether to proceed with a ballot of all its secure and introductory tenants.

Once the Council has considered the comments you make, it will write to you to let you know whether there have been any changes to the Council's proposal, and whether or not it intends to proceed with a ballot.

If a ballot does take place, the Council will let you know when it will be held, and that you can still send any objections to the Deputy Prime Minister.

If a ballot is held, **each secure and introductory tenant will receive a ballot paper** in the post. The ballot will be a **secret postal ballot** held over a four week period. The ballot will be conducted by an organisation independent of both the Council and Chorley Community Housing.

The Deputy Prime Minister will only agree to the transfer if he is satisfied that a majority of tenants are not opposed to it. **This means that the transfer would not go ahead unless a majority of tenants vote in favour of the proposal.**

Each tenant with a secure and introductory tenancy would have a vote and joint tenants would each have a ballot paper and a vote.

13 The consultation timetable

The current plans are:

Spring 2006	The period of formal consultation, with tenants on the proposed transfer. Together with this document, tenants will receive a short DVD or video produced by the Council, and many will be visited at home by Council staff.
Spring 2006	The Council will consider any comments on the transfer proposal and will decide whether to go ahead with a ballot of its secure and introductory tenants.
Spring/Summer 2006	The Council would send all tenants a letter, called the 'Stage 2 Notice'. This would describe what, if any, changes have been made to this

	proposal, and whether it has decided to go ahead with a ballot.
Summer 2006	A secret postal ballot would be conducted by an independent organisation. Neither the Council nor Chorley Community Housing would know which way individual tenants had voted.
	If the ballot is in favour of transfer, and the Council agrees to go ahead, the Deputy Prime Minister must still give his approval before the transfer can take place. If all this happens transfer should take place by March 2007.

14 Where can I get more information?

- There are a number of ways in which you can get more information. You can:
- Call the Council's free phone help line on 0800 073 0262;
- Call your Independent Tenant Adviser, PS Consultants, on 0800 0852 207;
- Visit the transfer shop on Cleveland Street, Chorley;
- Look out for the exhibition trailer coming to your neighbourhood.

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Section 2

Repairs and Improvement to Your Home, and Providing New Homes

Summary

Chorley Community Housing would:

- ✓ Invest £26 million in your homes in the first 5 years after transfer;
- ✓ Bring homes up up to the Chorley Standard;
- ✓ Provide a free repairs service, including a 24 hour emergency service;
- ✓ Create a Neighbourhood Fund for environmental improvements in each neighbourhood;
- ✓ Guarantee a budget of £250,000 a year for disabled adaptations for the first five years;
- ✓ Develop at least 200 affordable homes in the first five years, through being part of the Adactus Housing Group.

The Chorley Standard

- ✓ **New kitchens**
- ✓ **Bathrooms with over-bath showers**
- ✓ **Economic, controllable central heating;**
- ✓ **Tenants choice for secondary heating;**
- ✓ **Wired smoke alarms;**
- ✓ **New standard for kitchens;**
- ✓ **PVCu double glazed windows;**
- ✓ **Fencing to front gardens;**
- ✓ **Off street parking, where practicable.**

Section 2

Repairs and Improvements to Your Home and Providing New Homes

1 How does the Council know what needs to be done?

The Council has had an independent and detailed survey carried out on the condition of its homes. This survey shows how much money needs to be spent on the homes both now and in the future.

The Council has also gathered information from tenants, through the use of surveys and talking to tenant representatives, regarding your priorities for improvements. Through this process the Chorley Standard was set and agreed.

The independent survey showed that your homes require investment of over £140 million over the next 30 years to get them to, and keep them at, the Chorley Standard. Of this, £26 million needs to be spent in the next five years to get your homes to the standard you told us you would like.

2 The work Chorley Community Housing would carry out

Chorley Community Housing would do all the work identified in the stock condition survey. This includes tackling the backlog of repairs that the Council has not been able to do, and investing in improvements to your homes and neighbourhoods.

Chorley Community Housing would also carry out repairs and planned maintenance to keep the homes in good repair and condition. This includes re-introducing a painting programme for exterior woodwork and rendering. The majority of this work will be carried out by the same repairs staff that you deal with now.

The survey work has also enabled the Council to establish what work needs doing to its homes to bring them up to a modern standard that meets your expectations. **Chorley Community Housing would give you a guarantee to carry out the repairs and improvements** set out below.

Chorley Community Housing would guarantee to bring your homes up to the Chorley Standard, and keep them at that high standard in the future.

Chorley Community Housing would also have a long term investment plan. This would ensure that once the homes have been improved, **Chorley Community Housing would be able to keep them at that high standard in the future.**

Chorley Community Housing plans to carry out a major programme of improvements. It would spend over £26 Million in the first five years after transfer. In contrast, the Council

calculates that it would have only £9 Million to spend in the next five years.

All these works have been taken into

Type of Improvement	Estimated number of homes where work needed (first five years)	Chorley Community Housing Number of homes where work would be carried out in first five years	Chorley Borough Council Number of Homes where work would be carried out in first five years
New kitchen layout	1300	1300	0
Over bath showers	2816	2816	0
Off-street car parking	985	985	0
Fencing	646	646	0
Mains smoke detectors	2816	2816	0
Fascias & soffits	1122	1122	0
Install/upgrade kitchen	1740	1740	1200
Install/upgrade bathroom	1150	1150	790
Install/ upgrade central heating	466	466	466
New boiler	1227	1227	1227
Rewire	600	600	600
Roofing	108	108	108

account in Chorley Community Housing's financial projections and the work outlined in this document would **not** result in rent increases above those set down in this document.

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3 Improvements & Modernisation

improvements and modernisation from day one after transfer. The table above compares the work that would be carried out by the Council and Chorley Community Housing.

4 What is the Chorley Standard?

The Chorley Standard was agreed by a group of tenant representatives. Consultation with all tenants has shown very strong support for the standard. The Chorley Standard includes:

- ✓ **New kitchens**
- ✓ **Bathrooms with over-bath showers**
- ✓ **Economic, controllable central heating;**
- ✓ **Tenants choice for secondary heating;**
- ✓ **Wired smoke alarms;**
- ✓ **New standard for kitchens;**

- ✓ **PVCu double glazed windows;**
- ✓ **Fencing to front gardens;**
- ✓ **Off street parking, where practicable.**

5 Improvements to neighbourhoods & communal areas

The environment outside the front door is as important to all of us as the fixtures and fittings inside. Chorley Community Housing would be able to invest almost £4 Million in neighbourhood improvements and improvements to communal areas in flats and sheltered schemes.

Chorley Community Housing would start a major programme of

The programme of work, which would be completed in the first 5 years after transfer, would include:

- ✓ **Creating a 'Neighbourhood Fund', allocated to each Neighbourhood Group, for environmental improvements.**
- ✓ **Fencing to front and rear gardens;**
- ✓ **The provision of new and improved car parking areas where parking provision is poor and new parking areas are practical;**

Installation and upgrading of door entry systems;

- ✓ **Painting to communal rooms and communal facilities in sheltered schemes and flats;**
- ✓ **Upgrading and refurbishing out buildings.**

6 Estate re- design

Chorley Community Housing has made provision in its financial planning to re-model two estates.

These estates, Longfield Avenue, Coppull and Greenside, Euxton suffer from poor design and layouts, but the Council has not had the money to make the necessary improvements.

Chorley Community Housing would spend over £600,000 to improve defensible space and close off ginnels and underpasses. This work would be completed within 5 years of the transfer.

7 Who would carry out the work?

All the work would be managed by staff employed by Chorley

Work would be carried out by skilled trades staff employed by Chorley Community Housing

Community Housing. The improvement and modernisation would be done by trades staff employed by Chorley Community Housing and local contractors.

8 Responsive repairs

Chorley Community Housing would be responsible for providing the responsive repairs service, both routine and emergency. Tenants tell the Council that they like the service they get at present. The aim of Chorley Community Housing is to maintain the service to current standards as a minimum, and to look to improve upon it. More details of how they intend to do this are included in Section 3.

9 What about disabled adaptations?

Chorley Community Housing would guarantee to continue to pay for adaptations to homes for the elderly and disabled. These costs would be built into the long term investment plan.

For at least the first five years after transfer Chorley Community Housing would spend £250,000 per year on disabled adaptations. The Council could not commit to continuing this level of investment in future years.

10 Would Chorley Community Housing build new homes?

Chorley Community Housing would be part of the Adactus Housing Group (see Section 7 for more information). The Adactus Housing Group have guaranteed to develop an **additional 40 homes for affordable rent each year for the next five years** in the Borough of Chorley. These homes would be owned and managed by Chorley Community Housing.

200 more homes for rent

11. Support for local employment and training initiatives

Chorley Community Housing would become one of the Borough's major employers, and would be investing a lot of money in the Borough. As a major investor, Chorley Community Housing would:

- ✓ Employ 3 apprentices in our Repairs & Maintenance Team;
- ✓ Employ one modern apprentice in our offices;
- ✓ Employ one graduate trainee in our Housing Management service;

Frequently asked questions

Would I be consulted on the works?

Each tenant would be fully consulted on the proposed modernisation and improvements to their home before any work is carried out.

When would the work be done on my home?

Chorley Community Housing would have a detailed plan setting out which work is to be done on which properties. Chorley Community Housing would improve nearly all of its homes up to the Chorley Standard in the first five years after transfer.

Would I have to have work done?

No. Internal improvements, such as new kitchens and bathrooms would be optional. So, for example, if you had already installed a new modern kitchen, or simply didn't want a new one, Chorley Community Housing would respect your wishes and would not insist on replacing it.

Some works may be compulsory, if they are essential for health and safety reasons or if they are to do with the structure of the building, for example re-roofing.

Would I get a decorating allowance when the works have been finished?

Yes. Chorley Community Housing would pay an enhanced decorating allowance following some major works to improve and modernise homes.

Would I have to pay extra rent for improvement works?

No. All the works set out in this document would be carried out with no specific increase in rent.

This investment in improving your homes is all included in the financial plans for Chorley Community Housing, and would not result in additional rent increases above the annual rent rise described in Section 5 of this document.

Would I have to move out whilst the works were being carried out?

Wherever possible the improvement and modernisation work will be done so as to cause as little disruption as possible to you.

In exceptional cases, where particularly extensive modernisation work is required, a tenant may have to move out temporarily. In such cases Chorley Community Housing would secure suitable alternative accommodation and would pay a disturbance allowance.

Would I have the right to do my own improvements?

Yes. You would still be able to carry out improvements to your home. You would need the permission of Chorley Community Housing, and any planning or other consents that may be required, depending on the work you wish to do.

If you do improve your home, within the terms of your tenancy

agreement, you would not have to pay extra rent, and you may be entitled to compensation for some works if you end your tenancy and leave your home.

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Section 3

Service Improvements

Summary

Chorley Community Housing would:

- ✓ Set up a dedicated anti-social behaviour team
- ✓ Appoint Neighbourhood Officers to co-ordinate services in your neighbourhood
- ✓ Set up a Gardener/Handyperson scheme for sheltered schemes
- ✓ Appoint Neighbourhoods Caretakers
- ✓ Provide more opportunities for tenants to get involved in the service
- ✓ Introduce new customer care standards
- ✓ Introduce a compensation scheme if we don't meet our standards
- ✓ Maintain a customer accessible office in Chorley Town Centre
- ✓ Provide a free repairs service, offering appointments, and a dedicated free phone repairs reporting number

Section 3

Service Improvements

1 What service improvements would Chorley Community Housing introduce?

Chorley Community Housing would introduce the following new services within the first year after transfer:

- ✓ **Set up a dedicated anti-social behaviour team;**
- ✓ **Appoint named, local, Neighbourhood Officers, responsible for co-ordinating the delivery of all housing services in your area;**
- ✓ **Appoint Gardeners/handy persons to work across sheltered schemes (see Section 4 for more information);**
- ✓ **Appoint Neighbourhood Caretakers;**
- ✓ **Provide a menu of opportunities for tenants to get involved;**
- ✓ **Introduce new, higher, customer care standards;**
- ✓ **Provide choice in the colour of floor tiles in kitchens and**

bathrooms, and in the colour of kitchen fittings;

- ✓ **Start work in developing locally based community facilities;**
- ✓ **Work with the Council to introduce Choice Based Lettings.**
- ✓ **Increase the value of the decorating allowance following major improvement or modernisation works.**

2 Who would provide the service?

Following transfer, you would continue to deal with the same experienced and committed staff they see now. Chorley Community Housing would ensure that these staff are well trained and supported in delivering services to you.

Chorley Community Housing would, as a minimum, maintain existing levels of housing management services. This includes:

- ✓ **Maintaining a customer accessible office in Chorley town centre, open 8.45 am to 5.00pm, Monday to Friday;**
- ✓ **Providing a free repairs service, offering appointments, except in case of emergency repairs;**

Better Services; More for your money

Chorley Community Housing would, as a minimum maintain existing levels of service, and would introduce a range of new services, at no extra cost to you.

- ✓ Keeping a dedicated repairs reporting phone line;
- ✓ Continuing to have an out of hours repairs reporting facility;
- ✓ Employing a Scheme Manager for each sheltered scheme;
- ✓ Providing support to tenants and residents groups;
- ✓ Providing a range of ways to pay your rent;

As set out elsewhere, in this section and other parts of this document, Chorley Community Housing would look to develop new and improved services above this minimum standard.

3 Tackling anti-social behaviour

Chorley Community Housing believes that every tenant has the right to live peacefully in their home, without having to suffer or fear anti-social behaviour or harassment in their home or neighbourhood.

The vast majority of tenants and residents cause no problems, and are excellent neighbours. The minority who do behave anti-socially can cause misery for those who live around them, and Chorley Community Housing would work hard to deal with this minority.

Chorley Community Housing would work closely with the Council and the police to tackle anti-social behaviour,

providing support to victims, and working with perpetrators to modify their behaviour where possible.

Chorley Community Housing could use the full range of remedies at their disposal to tackle anti-social behaviour, depending on the circumstances of each case, including:

Dedicated Team – Chorley Community Housing would set up a dedicated, trained anti-social behaviour team. They would have access to specialist legal advice, and would work closely with your local Neighbourhood Officer in seeking appropriate solutions.

Specialist Equipment – Chorley Community Housing would ensure that their dedicated team would be provided with the latest equipment. This would include cameras, camcorders, CCTV, recording equipment, noise monitoring equipment and mobile phones.

Home visits – to enable tenants to discuss any problems in their own home;

Mediation Service – Chorley Community Housing would work with a partner to provide a free, confidential, independent mediation service. Many disputes can be resolved amicably through the use of trained, skilled mediators.

Acceptable Behaviour Contracts – these agreements would be signed by the perpetrator of nuisance, as a pledge that they would modify their behaviour.

Injunctions – these can be used, following application to the court, to stop an unacceptable activity or to make someone do something.

Anti-Social Behaviour Orders – Chorley Community Housing, in conjunction with the police and the Council, could apply to the court for an order. These orders can be used to curb anti-social behaviour, and to stop individuals going to specified places.

Demotion of tenancy – Chorley Community Housing could apply to court to have someone's tenancy demoted if they have been causing nuisance and annoyance to neighbours. A demoted tenancy means that the tenant would lose some of their rights, making it easier for Chorley Community Housing to take possession of their home if their anti-social behaviour continues.

Closing Orders – Chorley Community Housing would support the police and the Council in making applications to court for a Closing Order where a Chorley Community Housing property is associated with Class A drug activity and disorder or serious nuisance. If a Closing Order is granted, this would mean that the tenant would not be able to return to the property for a fixed period of time, as set by the court. Chorley Community Housing would be able to take possession action during this time (see below for more information on possession action).

Notice of seeking possession – in the most serious cases, where work to prevent and stop anti-social behaviour has not been successful, Chorley Community Housing would serve a notice seeking possession, which is the first stage in re-possessing a tenants home. The notice would set out quite clearly how the tenant had broken the terms of the Tenancy Agreement.

Possession Action – if the anti-social behaviour continues, Chorley Community Housing would take the next step and apply to the court for a possession order. The court would listen to both sides, and decide if the tenants actions were serious enough to grant a possession order.

Chorley Community Housing would use all the legal powers available to stamp down on anti-social behaviour

Eviction – if all other remedies have failed, and the tenant still continues to behave in an anti-social manner, the court may grant Chorley Community Housing a possession order, and the tenant would lose their home. Tenants who have become homeless because they have behaved anti-socially may be considered by the Council to have made themselves homeless intentionally, and are therefore unlikely to be re-housed.

4 What would Chorley Community Housing do to prevent anti-social behaviour?

Chorley Community Housing recognises that **preventing anti-**

social behaviour is just as important as responding in the right way if it occurs. Chorley Community Housing would adopt a range of measures to prevent anti-social behaviour, including:

- ✓ Introducing Starter Tenancies, for all new tenants. The Starter Tenancies last twelve months, and during this time Chorley Community Housing would monitor how the tenancy is conducted. If the tenancy is not conducted in a satisfactory manner, a Starter Tenancy could be extended for a further 6 months. Starter Tenancies also allow for quicker and easier legal action to be taken to re-possess a property. If the tenancy has been conducted satisfactorily, the tenancy would be made into an Assured Tenancy;
- ✓ Explaining to all new tenants how serious Chorley Community Housing take anti-social behaviour, and the measures that may be taken to prevent it;
- ✓ Assessing the support needs of new tenants, and if appropriate making referrals to the Chorley Community Housing Tenant Support staff or to another agency;
- ✓ Visiting all new tenants within 6 weeks of the start of the tenancy

Chorley Community Housing would prevent anti-social behaviour by:

- ✓ Using Starter Tenancies
- ✓ Visiting all new tenants within 6 weeks
- ✓ Providing support
- ✓ Working with young people
- ✓ Using local lettings policies
- ✓ Providing additional security in neighbourhoods

to check they have settled in and there are no problems;

- ✓ Giving clear and practical advice on how tenants can help to tackle anti-social behaviour;
- ✓ Working with partners to provide opportunities for young people to learn new skills and make new friends, with activities organised on evenings, weekends, and during the school holidays;
- ✓ Taking account of the needs of the community, as well as the individual applicant, when letting homes, with the use of local lettings policies in some areas;
 - ✓ Providing enhanced security in neighbourhoods, through fencing to the front of properties;
- ✓ Working with the Council, the Neighbourhood Wardens Service and the police to co-ordinate activities.

5 How would Chorley Community Housing deliver and improve the repairs service?

Chorley Community Housing would provide a free, customer focused repairs and maintenance service.

You would still deal with the same staff you see and trust now. Chorley Community Housing would employ a skilled team of repairs officers who would carry out most of the work on your homes, with local, skilled contractors used for specialist work or at periods of particularly high demand.

Chorley Community Housing would, as a minimum, maintain the current high standards provided by the Council. The Council cannot guarantee to maintain these standards, but Chorley Community Housing could. Chorley Community Housing would look to improve on these standards in future years. The minimum standard you could expect is:

Repairs category	Target Time
Emergency e.g. Burst pipes; Total loss of power; Major gas leak.	2 hours
Priority 1: Urgent e.g. Unsafe electrical fitting; Total loss of water or gas supply.	24 hours
Priority 2: Non-urgent e.g. Partial loss of electrical power; Partial loss of water supply;	2 working days

Blocked sink or bath; Leaking roof.	
Priority 3: Routine Non-urgent repairs	20 working days (AM or PM appointments offered where access is required)

Chorley Community Housing believes that **providing an excellent repairs service** means more than how quickly we respond. It's also about how we respond, and the quality of work that is done. Chorley Community Housing would:

- ✓ **Provide a free phone repairs reporting phone number, putting you straight through to skilled operatives who will take all the details of your repair;**
- ✓ **Provide emergency assistance 24 hours a day, every day of the year;**
- ✓ **Offer appointments for all routine repairs, including appointments in the evening and Saturday mornings;**
- ✓ **Offer a good will payment if an appointment is missed;**
- ✓ **Ensure all its repairs officers wear uniforms and carry identity badges;**
- ✓ **Aim to complete your repair in one visit;**
- ✓ **Provide opportunities for you to comment each time a repair is done to your home.**

6 How would Chorley Community Housing deliver services locally?

Chorley Community Housing would appoint Neighbourhood Officers, who would be responsible for co-ordinating all the services Chorley Community Housing provide in your area.

Chorley Community Housing would let you know who the Neighbourhood Officer was for your area. The Neighbourhood Officer would:

- ✓ Carry out regular neighbourhood 'walkabouts';
- ✓ Manage the work of the Neighbourhood Caretakers (see below for more information);
- ✓ Support and work with the local tenants and residents groups;
- ✓ Liase with the Council, Police and other agencies on their activities in the neighbourhood;
- ✓ Be responsible for ensuring that neighbourhoods are well maintained and kept clean and tidy;
- ✓ Assist in co-ordinating the major improvement works in the neighbourhood;
- ✓ Provide an initial contact point for new tenants;

- ✓ Co-ordinate the delivery of supported housing services in the neighbourhood;
- ✓ Liase with the dedicated anti-social behaviour team, to keep everyone informed of progress on major cases.

7 Neighbourhood Caretakers

Chorley Community Housing would introduce a neighbourhood caretaker scheme within the first twelve months after transfer.

The neighbourhood caretakers would:

Better Neighbourhoods

Chorley Community Housing would bring services to your neighbourhood:

- ✓ Appoint Neighbourhood Officers
- ✓ Appoint Estate Caretakers
- ✓ Carry out regular estate 'walkabouts'
- ✓ Support local tenants' groups

- ✓ Carry out minor day to day repairs;
- ✓ Ensure that any land owned by Chorley Community Housing was well maintained;
- ✓ Help to ensure that neighbourhoods are kept clean, tidy and safe;
- ✓ Ensure tenants looked after their own gardens, and provide help and support as necessary;

- ✓ Help new tenants to settle into their new home;
- ✓ Liase with the Gardener/Handy-person service to be introduced for tenants in sheltered schemes.

The Neighbourhood Caretakers service would initially be piloted in 3 areas, with the aim of rolling it out across the Borough in future years if it is successful. The three pilot areas would be: Chorley South West, Chorley East and Coppull.

8 Tenant Participation and involvement

Chorley Community Housing would put tenants at the heart of everything it does. It would provide a menu of opportunities for tenants to get involved, depending on the time you can spare, and any areas of interest you may have.

Chorley Community Housing would provide a range of opportunities for tenants to get involved.

Chorley Community Housing would work in partnership with the Tenants Forum and Neighbourhood Groups to review and expand the Tenants Partnership

Agreement, to provide new ways to ensure that tenants were able to influence decisions at all levels.

Some of the ways Chorley Community Housing would do this include:

- ✓ Having four tenants on the Board (out of twelve seats in all). The four tenants would be chosen by tenants;
- ✓ Having an annual tenant participation budget, and dedicated tenant participation staff;

- ✓ Setting an annual tenant training budget, and provide dedicated training packs for tenants;
- ✓ Setting up a 'buddy' scheme for new tenants groups, pairing new groups with existing ones, to share skills and experience;
- ✓ Continuing the Tenants Investment Group, which would review the budget for Chorley Community Housing each year;
- ✓ Holding an annual Tenants Conference;
- ✓ Supporting existing tenants groups and working pro-actively to set up new groups;
- ✓ Funding and supporting the production of a tenants newsletter, edited by tenants, for tenants;
- ✓ Reporting annually on performance, both against the promises set out in this document, and against performance standards agreed with tenants.

9 Customer Care Standards

Chorley Community Housing would set out to deliver the best possible service to all its customers. It would:

- ✓ Introduce a Tenants' Charter;
- ✓ Agree clear customer care standards with tenants, and publish them;

Chorley Community Housing would introduce new standards of customer care, with a compensation scheme if we don't get things right.

- ✓ Pay compensation if we fail to meet our service standards;
- ✓ Report annually on performance against those standards;
- ✓ Establish a Comments, Compliments and Complaints Scheme;
- ✓ Work towards achieving Charter Mark accreditation for its customer service;
- ✓ Join the Housing Ombudsman Scheme, to ensure tenants are able to apply to the Housing Ombudsman if Chorley Community Housing is not able to deal with their complaint satisfactorily.

accounts. You would also be entitled to vote on important items, such as proposals to change the constitution of Chorley Community Housing or the appointment of independent board members or of auditors.

Chorley Community Housing would have an open membership policy, which means that any tenant or leaseholder could become a member.

10 Membership of Chorley Community Housing

Chorley Community Housing would be accountable to its tenants in the way it manages its homes and runs its housing service. As already mentioned, this would be achieved in part by having tenants make up a third of the Board.

Chorley Community Housing would like to go further than that, and provide an opportunity for all tenants to become more involved by becoming members of Chorley Community Housing.

As a member of Chorley Community Housing, you would be able to attend Annual General Meetings, and receive the Board's reports and

Section 4

Sheltered Housing and Services for Older People and Those With Disabilities

Summary

Chorley Community Housing would:

- ✓ Employ Scheme Managers for each sheltered scheme;
- ✓ Ensure the provision of a community alarm scheme;
- ✓ Set up a Gardener/Handyperson scheme for sheltered tenants;
- ✓ Aim to provide a community facility for those sheltered schemes which do not currently benefit from one;
- ✓ Pay for a dedicated Occupational Therapist to reduce waiting times for assessments for disabled adaptations;
- ✓ Set a budget of £250,000 a year for disabled adaptations for the first 5 years after transfer;

Section 4

Sheltered Housing and Services for Older People and Those With Disabilities

1 What would happen to the sheltered housing service?

The Council currently provides a range of services to older people, from the provision of sheltered housing to community alarms.

Over 400 of the homes that would transfer to Chorley Community Housing are sheltered, and benefit from the services of a Scheme Manager.

The Scheme Managers would automatically be employed by Chorley Community Housing if the transfer goes ahead. There would be a seamless transition of the service to Chorley Community Housing.

Chorley Community Housing would, as a minimum, maintain your existing services, without any disruption. They would;

- ✓ Continue to provide Scheme Managers;
- ✓ Continue to provide a community alarm service;
- ✓ Continue to provide amenities such as laundries and common rooms where they are currently provided;
- ✓ Continue to provide daily contact with sheltered scheme residents (Monday to Friday);
- ✓ Maintain the current cut and collect service for grounds maintenance;
- ✓ Continue to make sure that lettings to sheltered housing schemes are appropriate to each scheme.

The Council could not guarantee to maintain all these services if the transfer does not go ahead.

2 Improvements to Sheltered Housing

As well as maintaining the existing levels of service, Chorley Community Housing would introduce new and additional services. They would:

- ✓ Set up a Gardener/Handyperson service for all our sheltered tenants. They would keep gardens clean and tidy, and do small jobs around the house;

- ✓ Build a new community facility for Calder Avenue/Hodder Avenue, to replace the one lost when Douglas House was demolished;
- ✓ Aim to provide a community facility for those sheltered schemes which do not currently benefit from one, within 3 years after transfer, where practicable;
- ✓ Paint the communal areas in each sheltered scheme;
- ✓ Provide access to digital TV in each sheltered block scheme;
- ✓ Provide free specialist white goods (cookers and fridges) for tenants in the sheltered block schemes;
- ✓ Set up an older peoples forum;
- ✓ Provide internet access within each sheltered scheme, and training on the use of computers.

3 Services to older people & those with disabilities

Chorley Community Housing knows how important it is to provide homes that meet the needs of all our tenants, especially older tenants and the disabled. Adapting properties to meet changing requirements is important in promoting independence, and helping people to carry on living in their home.

Chorley Community Housing would:

- ✓ Pay for a dedicated Occupational Therapist, to reduce waiting times for an assessment;
- ✓ Fast track minor adaptations, such as fitting handrails and lever taps;
- ✓ Aim to carry out all adaptations within 13 weeks of receiving the recommendation from the Occupational Therapist;
- ✓ Provide a budget of £250,000 for disabled adaptations each year, for the first five years after transfer.

4 Improvements to homes and services

Tenants in sheltered housing would also benefit from the range of improvements that Chorley Community Housing would provide.

This would include:

- ✓ Bringing homes up to the Chorley Standard;
- ✓ A free repairs service. Appointments would be offered, except in the case of emergency;
- ✓ Setting up a dedicated anti-social behaviour team;
- ✓ The introduction of new service standards, with a compensation scheme if those standards aren't met;

Chorley Community Housing would provide a better service for tenants in sheltered schemes and a better service for disabled adaptations

- ✓ The appointment of Neighbourhood Officers, co-ordinating the delivery of all housing services at the local level

More information about these, and other, improvements, can be found in sections 3 and 4 of this document.

Would I have to pay more?

No. As with all the promises set out in this document, the service improvements for sheltered tenants have been included in the business plan for Chorley Community Housing.

You would not have to pay any extra rent for these services, over and above the annual rent and service charge increase for all tenants, as explained in Section 5 of this document.

Section 5

Rents and Other Charges

Summary

If the transfer were to go ahead your rent would be same with Chorley Community Housing as with the Council. BUT with Chorley Community Housing you would get more for your money.

Service charges will be based on the actual amount it costs to deliver the service.

No new service charges will be introduced, unless new services are introduced following consultation with tenants.

Transfer would not change your entitlement to Housing Benefit.

Section 5 Rents and Other Charges

The table below sets out the average 'target' rent for 2011/12 for both the Council and Chorley Community Housing, for different types of property.

1 What Would Happen to Rents?

If transfer goes ahead, you would pay the **same** rent to Chorley Community Housing as you were paying to the Council. As with the Council, rent increases would be due in April of each year. The first rent increase by Chorley Community Housing would be in April 2007.

The rent you would pay after transfer would be the same as the Council would charge

Chorley Community Housing would give you a Service Charge Guarantee

You would get more for your money with Chorley Community Housing

The increased rent you would be charged would be the same as the increased rent you would be charged by the Council.

2 Future Rents

Future rents would be set in accordance with a national formula set by Government. **This means that your rent would be the same whether the**

Council stays as your landlord or the transfer to Chorley Community Housing goes ahead.

Property Type	Target Rent 2011/12 (weekly)	
	Chorley Community Housing	Chorley Borough Council
1 bed	£60.86	£60.86
2 bed	£67.57	£67.57
3 bed	£75.71	£75.71
4 bed	£82.01	£82.01

If the transfer does not go ahead, the rent you pay to the Council would be the same as you would pay to Chorley Community Housing. But, the Council would have a lot less money to invest in your properties. After transfer you would get more for your money.

For more information on the Government's national rent policy see part 11 of this section.

3 Service Charges

The Government is keen to ensure that all social landlords (including Councils and organisations like Chorley Community Housing) should make a charge for communal services separate from the rent. This covers services such as:

- Communal heating and lighting
- Grounds maintenance
- Cleaning and caretaking
-
- Door entry systems
- **No new service charges would be introduced, except where new services are introduced;**
- New services would only be introduced in response to tenant demand and following tenant consultation.

In April 2006 the Council introduced Service Charges. The average service charge is £1.53 per week for sheltered tenants and £1.43 per week for general needs.

Chorley Community Housing's charges would be identical to the Council's, unless new services are introduced. New services would only be introduced in response to tenant demand and following tenant consultation.

Chorley Community Housing would not introduce new service charges, except where new services are introduced.

New services will only be introduced in response to tenant demands and consultation.

4 Rents and Service Charges with the Council

As explained above, if the transfer does not go ahead, rent increases with the Council would be the same as those that would be set by Chorley Community Housing. Service charges would also be the same.

However, the Council would have a lot less money to spend on services to tenants, and would not be able to invest as much money in improvements to your home.

Chorley Community Housing would be able to give you the following **Service Charge Guarantee:**

- Service charges would be based on the amount Chorley Community Housing actually spends on delivering the service;
- **Any savings on the costs of providing services covered by a service charge would be accounted for in the following years charges;**
- Service charges would follow the Council's agreed phasing and therein after would rise by no more than 0.5% above Retail Price Inflation (RPI) for 5 years;

5 Methods of rent payment

With Chorley Community Housing you would be able to pay your rent in the same way you do now. There are a number of different ways to pay your rent, including:

- By Direct Debit or Standing Order;
- By Post (cheque payment);
- By debit or credit card;
- Allpay swipe card at post offices and other PayZone outlets.

6 What rent would new tenants pay?

New tenants are those who move into a Chorley Community Housing home for the first time after the date of transfer. **They would be charged the same rent as existing tenants.** Chorley Community Housing would NOT operate a two tier rent system.

7 Housing Benefit

The transfer would not affect your entitlement to Housing Benefit. In addition, most service charges would also be covered by Housing Benefit.

Applications would still be made to the Council, and advice would be available from both the Council and Chorley Community Housing.

You would not need to re-apply for Housing Benefit, and your benefit claim would be automatically updated.

If transfer goes ahead tenants on Housing Benefit would have a choice as to whether they want their benefit payments to be made to them or direct to their rent account with Chorley Community Housing.

8 Council Tax

If the transfer goes ahead, there would be no change to the way your Council Tax is charged. You would still get yearly bills and be required to pay in the same way as you do now.

Your entitlement to Council Tax benefit would not change as a result of the transfer.

9 Chorley Community Housing's policy on rent arrears

Your rent would pay for the housing service and the investment in the homes. Chorley Community Housing believes it is not fair to the majority of tenants who do pay their rent on time, to allow a minority not to do so. However, it also realises that some tenants do sometimes have financial difficulties through no fault of their own.

Chorley Community Housing would contact any tenant who falls behind with their rent. They would work with them to find a way for arrears to be cleared over a mutually agreed time. As a responsible social landlord, Chorley Community Housing would, like the Council would, adopt a **'firm but fair'** approach to tenants.

Chorley Community Housing would continue to work closely with the Citizens Advice Bureau to ensure that tenants get fair and independent advice about rent arrears.

As a last step, Chorley Community Housing, like the Council, could take court action to end the tenancy. This would only normally be done when the tenant has ignored an agreement to pay off the arrears without any good reason. And like the Council, Chorley Community Housing would have to obtain a Court Order to obtain possession.

If the transfer goes ahead any rent arrears would transfer to Chorley Community Housing. Any tenant who

Chorley Community Housing would adopt a 'firm but fair' approach to collecting rent and chasing arrears.

owes rent to the Council would then owe that rent to Chorley Community Housing.

10 Would there be a home contents insurance scheme?

Chorley Community Housing would provide tenants with information about home contents insurance.

11 Government Rent Policy

The Government has introduced a national formula for the setting of rents (called a Target Rent) for each type of home. All Councils and registered social landlords, such as Chorley Community Housing, have to use this formula. The intention is that by 2012 rents are similar for similar properties in similar locations, regardless of whether the landlord is a Council or a registered social landlord.

The target rent is calculated using a formula made up of three elements:

- The market value of the property compared with the national average value of social rented property;
- Local average earnings compared to national average earnings;
- The property's size, in terms of the number of bedrooms it has.

It is expected that it will take until 2011/12 for Councils and registered social landlords to reach target rents. They will then be expected to set

their rents in line with annual target levels.

This means that whether your landlord is Chorley Community Housing or the Council, you would pay the same rent for your home.

Importantly it also means that there would be no extra rent payable for the works and improvements Chorley Community Housing would undertake as outlined in this document.

After transfer, this Government rent policy means that, on average, rents would increase by Retail Price Inflation plus 0.5% each year. There would also be an appropriate adjustment until the Target Rent has been reached. The maximum increase is currently capped at 5% for 2007/08.

Chorley Community Housing would guarantee to follow Government policy and guidelines in setting rents each year. All its financial plans are based on the Government rent formula.

Section 6

Your Rights

Summary

As a tenant of Chorley Community Housing you would become an “Assured” tenant.

You would have the right to remain in your home provided you kept to the terms of your tenancy agreement.

If you currently have the Right To Buy, this would be preserved after transfer.

You would gain the right not to have the terms of your tenancy agreement changed without your consent.

You would lose the right to manage (though this right has never been exercised in Chorley).

Section 6 **Your Rights**

1 Your rights after transfer

As a tenant of Chorley Community Housing you would become an "Assured Tenant" rather than a "Secure Tenant" which is the status you currently have as a tenant of the Council. **Both kinds of tenancies give you the protection to remain in your home provided you keep to the terms of your Tenancy Agreement.**

2 How would the transfer affect my rights?

As a Secure Tenant of the Council you have rights that are laid down in statute (the Housing Act 1985). The law governing the rights of Assured Tenants is in a different statute (the Housing Act 1988) and is not so extensive; but Chorley Community Housing would give you equivalent rights in your new Tenancy Agreement. They would then become contractual rights.

This would mean that your rights would be the same as now (with the exception of the Right to Manage, as explained below) and would be fully protected. You would also acquire some new rights.

The rights that introductory tenants have during their first twelve months probationary period as a tenant are not as extensive as those for secure tenants.

If the transfer goes ahead introductory tenants would become assured tenants of Chorley Community Housing from the date of transfer (unless they have been served a notice seeking possession), in exactly the same way and with the same rights as secure tenants. In effect your probationary period would come to an end, even if it has not run its full twelve months.

Introductory Tenants

Tenants Rights

Your rights	Your rights with Chorley Community Housing	Your rights as a Secure Tenant with the Council
The Right to Buy (if your property is eligible) (This would be known as the "Preserved" right to buy, if the transfer took place)	✓	✓
The Right to live in your home without the threat of being evicted without good cause	✓	✓
The Right not to have your Tenancy amended without consent	✓	✗
The further Right of succession, if you have already succeeded to the tenancy	✓	✗
The new Right to Acquire in certain circumstances	✓	✗
The Right to transfer or exchange your home	✓	✓
The Right to take in lodgers and (with permission) to sublet part of your home	✓	✓
The Right to make improvements and receive compensation for them if you move	✓	✓
The Right to pass on your home when you die	✓	✓
The Right to have repairs carried out within set timescales	✓	✓
The Right to be given information about the Management of your home	✓	✓
The Right to Manage	✗	✓

The chart above summarises your rights now and shows you the rights you would have after transfer:

Your key rights and entitlements would be protected.

The rights you would gain after transfer

After transfer you would gain some important new rights. These are:

- ✓ The right not to have the terms of your tenancy agreement changed without your consent (except in relation to rents and charges);
- ✓ A further right of succession if you have previously succeeded to your tenancy whilst the Council was the landlord;
- ✓ An alternative Right To Buy scheme called the Right To Acquire.

The right you would lose after transfer

The only right which transferring tenants would not keep is the statutory Right to Manage, but Chorley Community Housing would be keen to work with tenants' groups to increase their involvement in the management of their homes. The Right to Manage provides tenants, acting collectively, to take on the responsibility for managing local authority properties. No tenant of the Council has ever exercised this right.

3 How would my rights be protected?

If the transfer goes ahead, all tenants would be asked to sign a new

tenancy agreement, an example of which is in Section 10 of this document.

This tenancy agreement would incorporate your preserved Right To Buy (if your property is eligible for Right To Buy), and the new contractual rights.

It has been drafted following consultation with tenant representatives and PS Consultants (your Independent Tenant Advisers).

The new tenancy would take immediate effect from the date of transfer, and it would not be possible for Chorley Community Housing to change it without your written consent. This is an important additional right that you do not have as a Council tenant.

4 Would I still be able to buy my home?

Right To Buy

With the Council your maximum discount is £26,000

With Chorley Community Housing the maximum discount would be £26,000

Preserved Right to Buy

Tenants who transfer to Chorley Community Housing and who currently have the Right to Buy with the Council would have what is known as the "Preserved Right to Buy" with Chorley Community Housing. This entitles current tenants with the

Right to Buy to purchase their home from Chorley Community Housing with a discount on the sale price under similar rules to those which apply to tenants now.

As now, some properties such as sheltered housing, would be excluded from the "Preserved Right to Buy" scheme.

What are the Maximum Discount and Cost Floor rules?

Like the Right to Buy, your Preserved Right to Buy would entitle you to a discount on the purchase price of your home based on the number of years you have spent as a council or housing association tenant. The purchase price is determined by the market value of the property less the discount (based on years as a Council or Registered Social Landlord tenant) to which you are entitled. With the Council the maximum discount is £26,000. The same limit would apply if the transfer goes ahead and you exercise your Preserved Right to Buy in the future.

When calculating the purchase price and the amount of discount, the Council take account of any money they have spent on buying, building, repairing and improving the property during a certain period before you buy. This is known as the "cost floor".

Chorley Community Housing would also be able to apply a "cost floor". The rules are similar to those covering the right to buy from the Council, although there are two main differences:

- Chorley Community Housing could include the costs of works notified to tenants within this document even if the work is not done yet. This

is because the cost of the works has been allowed for in calculating the price payable to the Council for the homes.

- Chorley Community Housing could take account of all costs incurred over 15 years prior to the application for the right to buy and not 10 years as in the case with the Council. This would apply from the date of transfer, and could include costs incurred whilst the properties were in Council ownership.

Right to Acquire

This is a similar right to the Right to Buy. Tenants of Chorley Community Housing, including existing tenants transferring from the Council, would be able to buy their home under the new Right to Acquire scheme as long as certain tests are met. These include having spent at least two years as a public sector tenant, and living in a self-contained flat or house, which is your only or main home. Tenants in designated sheltered accommodation would not have the Right to Acquire.

This scheme is based on a grant towards the cost of your home, rather than a discount and is normally less generous than the Preserved Right to Buy Scheme. The maximum grant for homes in Chorley is £9,000. You cannot combine both the Right to Acquire and the Right to Buy.

5 Would I still be able to pass on my home?

Yes. As is the case now, the new tenancy agreement would allow for the tenancy to be passed on (succession) when the tenant dies. As with the Council a tenant's home could only be passed on once.

If the transfer goes ahead, all tenants would start again with a right of succession, even if this right had already been used as a tenant of the Council.

6 Would I still be able to move to another home or exchange tenancies?

Yes. Chorley Community Housing would aim to make best use of its housing by assisting with transfers and exchanges both within its homes and with other landlords.

If you transfer to another property owned by Chorley Community Housing you would keep all your rights, including the Preserved Right to Buy, unless you moved into a property which is excluded from the scheme, such as sheltered housing.

Chorley Community Housing would participate in the Housing Organisation Mobility and Exchange Scheme (HOMES) and the HOMESWAP scheme which helps people to move to Council or Registered Social Landlord homes outside the area.

7 Would I still be able to sublet my home?

Yes. You would be in the same position with Chorley Community Housing as you would be as a secure tenant of the Council. You would be able to sublet part of your home, with Chorley Community Housing's written permission, or take in lodgers.

8 Would Chorley Community Housing have more rights to obtain possession of my home?

No. Chorley Community Housing would not use any of the additional grounds for eviction available under an Assured Tenancy, in order to make sure that your rights to live in your home reflect as closely as possible those you now have with the Council.

10. Would I still have a right to have repairs carried out?

Yes. Tenants would have the same rights to have repairs carried out with Chorley Community Housing as they do with the Council. If Chorley Community Housing failed to carry out certain types of repairs for which they are responsible, within specified time limits, you could require them to appoint another contractor to do the repairs. If that contractor also fails to do the repairs within a specified time limit you would have the right to compensation.

11 Would Chorley Community Housing consult me in the same way as the Council?

Yes, and Chorley Community Housing would be looking to improve consultation and involvement, see section 3. The Housing Corporation would also require Chorley Community Housing to consult with, and provide information to, its' tenants, as if you were secure tenants.

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Section 7

More Information About Chorley Community Housing

Summary

Chorley Community Housing would be a new, local, not for profit housing organisation.

It would be based in the Borough of Chorley, providing local services to local people.

Its vision is:

“Working together to make great homes and sustainable communities”

It would be managed by a Board, made up of 4 tenants, 4 Council nominees and 4 independents.

It would be registered with the Housing Corporation, a government agency responsible for regulating similar housing organisations.

Section 7

More Information About Chorley Community Housing

1 What type of organisation would Chorley Community Housing be?

In Section 1 of this document, we provided some brief information about Chorley Community Housing. If the transfer goes ahead Chorley Community Housing would be the new, local, not for profit, organisation set up to provide the housing service to you.

It would be a not-for-profit housing organisation with charitable status and has been set up with the help of the Council specifically to take a transfer of the Council's homes if tenants vote in favour of transfer. It would be based in the Borough of Chorley, **providing local services to local people.**

It would have to be registered with the Housing Corporation, which is the government agency responsible for regulating Registered Social

Landlords. Chorley Community Housing would apply for registration with the Housing Corporation if tenants vote in favour of the transfer.

Not-for-profit means all of Chorley Community Housing's income would be spent on the housing service..Any surpluses would be reinvested in improvements to properties, services to tenants, and developing more affordable housing.

2 Vision, Values and Objectives

Chorley Community Housing has adopted the following:

Vision

“Working Together to Make Great Homes and Sustainable Communities”

Objectives

Working

- Provide an excellent place to work

Chorley Community Housing:

A new, local, not for profit housing organisation, providing local services to local people

- Well trained, qualified and motivated staff
- Employ resources effectively to achieve common goals

Together

- Put customers at the heart of our service delivery and development
- Work with Local Authorities, the community leaders
- Work with partners to enhance performance

- Accountable
- Delivers
- Choice
- Values difference
- Striving for excellence
- Responsive/listening
- Fosters mutual respect

Great

- High quality environment and affordable homes
- Ensure excellent service standards
- Seek innovative solutions and strive to continuously improve
- Services accessible to our customers

Tenants would have 4 seats (out of 12) on the Board of Chorley Community Housing

3 The Board

Every Registered Social Landlord has a Board which comprises a group of people ultimately responsible for the proper running (governance), finance, management and performance of its activities.

Chorley Community Housing would have such a Board, comprised of 12 people:

- 4 tenants;
- 4 Council nominees; and
- 4 independents (selected because of their particular expertise and experience).

Communities

- Local communities where people are proud to live
- Local communities where people feel safe and secure
- Assist local communities access a range of social and economic opportunities

All members of the Board would have the same rights and responsibilities, and a direct and equal say in the management of the housing service.

A Shadow Board (interim board) has been formed, and has started to look at how Chorley Community Housing would work, what its policies would be, and how it would deliver the promises set out in this document. There is more information on the members of the Shadow Board later in this section.

Values

- Open
- Transparent
- Involving
- Ambitious
- 'Can do' approach

4 How were the Board members chosen?

- The tenant Board Members were elected following a ballot of all tenants;
- The Council nominees were selected by the Council;
- The independent Board Members were selected by the tenant and Council Board Members following advertisements in the local press and an interview process.

5 How would the Board Members be chosen in the future?

The current Board, excluding Council nominees, would serve until the first annual general meeting.

The Council Board Members are currently appointed annually at the Council's Annual Meeting.

Independent and Tenant Board Members would retire on a rotational basis to help ensure that an experienced Board was maintained.

The Tenant Board Members would be selected through a democratic process and the Independent Board Members would be chosen from the community for their skills.

6 Do Board Members get paid?

The Shadow Board have already made the decision that the Board of Chorley Community Housing would not be paid. They would be eligible to claim reasonable out of pocket expenses.

7 Adactus Housing Group

The Council owns less than 3000 homes, and is losing properties each year as a result of the Right To Buy. Due to this small size, the Council has concluded that it would be beneficial for Chorley Community Housing to work with the support and assistance of an existing Registered Social Landlord. Following a detailed selection process, tenants, staff and Councillors chose the Adactus Housing Group.

Initially, 6 different Registered Social Landlords were shortlisted and considered. Each one was examined in detail, and written proposals to improve services and budgeting were analysed. A final decision was then made to choose the

Adactus Housing Group.

Chorley Community Housing would provide the housing service as a separate organisation within the Adactus Group. Chorley Community Housing would own the homes, employ the staff and make its own decisions about investment in homes and services.

Chorley Community Housing would be part of the Adactus Housing Group.

It would benefit from the skills and experience of staff at Adactus, whilst reducing costs by sharing services.

Adactus are committed to Chorley Community Housing having local independence.

Staff would benefit from the experience and knowledge of Adactus as well as gaining the benefits of economies of scale. However, Chorley Community Housing would manage its own affairs. Adactus would be there to provide support and expertise, but is committed to allowing Chorley Community Housing a high level of independence.

8 Who would regulate Chorley Community Housing?

The Housing Corporation is the government agency responsible for regulating Registered Social Landlords such as Chorley Community Housing would be if the transfer were to go ahead.

The Housing Corporation:

- Has established a regulatory code, with which all Registered Social Landlords must comply. This code sets out the requirements of the Housing Corporation as to the way Registered Social Landlords operate in respect of management, governance, standards of service, tenants' rights and in financial issues;
- Regulates Registered Social Landlords to ensure that the above requirements are met. The Housing Corporation has wide powers to intervene if these requirements are not met.

The Audit Commission also has a role in checking the standard of services delivered by Registered Social Landlords.

9 Would the Council have any control over Chorley Community Housing?

The Council recognises that Chorley Community Housing would be an independent organisation. The Council could not control Chorley Community Housing, and could not unreasonably interfere in its activities.

The Council would be able to nominate people to four of the seats on the Board. These nominees would normally be Councillors, but the Council could choose to nominate other people.

The Council would wish to ensure that Chorley Community Housing keeps the promises made to you in this document. There would be a legally binding contract between the Council and Chorley Community Housing, which would allow the Council to enforce the promises made to you.

Chorley Community Housing would also become an important partner for the Council. They would look to work jointly in a number of areas to deliver services in neighbourhoods and meet the objectives set out in Chorley's Community Strategy.

There would be a legally binding agreement between the Council and Chorley Community Housing, covering all the promises made in this document

Who is on Chorley Community Housing's Board?

The proposed Board (currently known as the shadow Board) has already started to meet. They are:

[Pictures to be added]

Chair

Ann James (tenant member)

Ann has been closely involved in the review process to look at all the options to keep good quality homes for rent in Chorley. Ann first got involved with tenant participation projects and has gone on to be the founder member of the local tenants and residents group where she lives in Heapey. She is Vice-Chair of the Chorley Tenants Forum and a member of the Tenants Investment Group.

Ann has been a Council tenant for five years. She is retired, but spent most of her working life in social work and community development which gave her valuable knowledge of housing matters.

Vice Chair

To be added (Council nominee)

Councillor Laura Lennox (Council nominee)

Councillor Lennox represents the Astley & Buckshaw ward and has been a councillor since 2002. Councillor Lennox is a retired

teacher who sits on the governing bodies of two local schools. She is a magistrate, a member of the District Liaison Committee for Education and lives in Chorley.

Stephen Bullock (Independent member)

Stephen lived in council housing for the first 24 years of his life. He has worked for building societies for over 36 years and has wide

experience of housing issues. He is a qualified Banker and a qualified company secretary, also being a Director and Chief Executive of Chorley Building Society, a Director of an IT company and Vice-Chairman of Lancashire College.

Councillor Dennis Edgerley (Council nominee)

Councillor Edgerley represents the Chorley North East ward and is very well known locally after being first elected to the Council in 1972. Over the years he has served on numerous Council committees and was the Mayor in 2000. He is a former Chair of the Planning and Housing Committees. He is the Executive Member for Customer Policy and Performance. He is a retired teacher and lives in Chorley.

Clive Gettins (Independent member)

Clive has extensive experience of working in the construction industry where he was employed by McAlpines until 2005. His first role

The Shadow Board of Chorley Community Housing has a range of knowledge, skills and experience.

was as Commercial Director in the organisation and later Group IT Manager. Clive is a Member of the Royal Institute of Chartered Surveyors.

Su Holland (tenant member)

Su lives in Chorley and has been involved in tenant activities for more than 20 years. Like the other tenants on the shadow board Su was closely involved in the housing review. She is Chair of her local residents group and Secretary of the Tenants' Forum. She helped to organise community education classes in east Chorley. Su is also a member of the Chorley East Police and Community Together (PACT). She has worked on two tenants group dealing with anti social behaviour and repairs and is interested in improving neighbourhood management and safety.

Tom Jenkins (Independent member)

Tom has detailed knowledge of housing organisations after being a board member of a large group for three years. He remains as a pension trustee with the group. He is currently chair of two local charities and has worked with several others. Tom retired from British Steel Distribution (now Corus) where he was General Manager, Special Projects. Previously he held senior positions in Human Resources.

Paul Lees (Independent member)

Paul has worked in housing for 26 years. He began as a housing

manager and later became the Chief Executive of County Palatine Housing Association. He is now Chief Executive of the Adactus Housing Group. Paul's voluntary work has included being Chair of the Transport & General Workers Union local branch and Secretary of the Ethnic Minority Housing Trust. He is currently Chair of the Housing Forum in Wigan and a Fellow of the Chartered Institute of Housing.

Derrick Leach (tenant member)

Derrick lives in Whittle le Woods and has been a tenant for eight years. He is a former chair of the Tenants Forum. He was Joint Chair of the Options Appraisal Project Steering Group. Derrick is a member of the Whittle le Woods Tenants and Residents Group and the tenants' newsletter editorial board.

Derrick is now retired but works as a volunteer for the International Aid Trust. His working experience included being a postmaster for ten years and a computer manager for eight, giving him a wide range of experience and skills.

To be added (tenant member)

Councillor Chris Snow (Council nominee)

Councillor Snow lives in Chorley and is the Business Development Manager for a housing led regeneration company. He represents the South East ward of the town. He has been on the

Council since 1996. He has served on committees for Development Control, Community Overview and Scrutiny and is Chair of the Ethnic Minorities Consultative Committee and is a board member for the Preston and West Lancashire Racial Equality Council.

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Section 8

The Legal Requirements for Transfer

Summary

The Council is formally consulting you on its proposal to transfer its housing stock to Chorley Community Housing.

In doing so, it is complying with the relevant law set out in the Housing Act 1985.

This document forms “Stage 1” of the formal consultation process.

Section 8

The Legal Requirements for Transfer

In consulting with its tenants on the proposal to transfer its housing stock to Chorley Community Housing the Council must comply with the relevant law which is set out in Section 106A and Schedule 3A of the Housing Act 1985. The Council and the Deputy Prime Minister must have regard to the views of its tenants before deciding to proceed with the transfer.

This offer document forms "Stage 1" of the consultation process as required by the Secretary of State. This complies with the requirements of the Council under the law and guidelines to give you:

- details of the proposal that the Council has considered appropriate, including the identity of the organisation to whom the transfer would be made;
- the likely consequences of the transfer for the tenants;
- the effects of the provisions of Schedule 3A Housing Act 1985 and, in the case of secure

tenants, of Sections 171A to 171H Housing Act 1985.

Following a review of comments that you and other tenants make, if the Council decides to proceed with the proposal, we shall issue what is known as a "Stage 2" Notice. This will let you know about any changes to the Offer Document based on the comments you have made. At this point, if the Council decides to proceed to the next stage having heard from its tenants, you will be asked to vote on the transfer proposal. You will also be given an opportunity to put your views directly to the Secretary of State.

For the transfer to proceed the Secretary of State must give his approval. In making the decision, the Secretary of State will take objections into account in considering any application from the Council for the necessary consent to transfer the stock.

Section 9

Where Can I Get More Information?

Summary

This section provides details of places where you can get more information.

It also includes contact details for PS Consultants, your Independent Tenants' Advisor.

Section 9

Where can you obtain further information?

Chorley Borough Council

You can contact the Council's Transfer Team on Free phone **0800 073 0262** who will be able to answer questions and provide more information on any aspect of the proposed transfer.

Transfer Shop
10 Cleveland Street
Chorley

E-mail: yourhome@chorley.gov.uk
Website: chorley.gov.uk/yourhome

Independent Tenants' Advisor

For independent advice, contact **PS Consultants**, your Independent Tenant Adviser on free phone **0800 0852 207**

Parkside House,
190-192, Wigan Road,
Euxton,
Chorley
PR7 6JW

E-mail:
enquiries@psconsultants.org.uk
Website: PSconsultants.org.uk

Information is also available on the Internet

The Office of the Deputy Prime Minister website is www.housing.odpm.gov.uk/chtf

The National Housing Federation website is www.housing.org.uk

The Housing Corporation website is www.housingcorp.gov.uk

Useful names and addresses

If you need any further information or have any queries or are unsure about anything you can contact:

Community Housing Task Force
Office of the Deputy Prime Minister
Zone 2/D1 Eland House
Bressenden Place
London
SW1E 5DU
Telephone: 0207 944 4400

The Housing Corporation
Stock Transfer Registration Unit
Attenborough House
109/111 Charles Street
Leicester
LE1 1FQ
Telephone: 0116 242 4879

You can also seek advice from your local Councillor; please see the list on the Council's website or contact the Council on the free phone for details.

Section 10

The Tenancy Agreement

The following pages contain the form of tenancy agreement that tenants would have with Chorley Community Housing if the transfer goes ahead.

This tenancy agreement has been designed to ensure tenants' rights are protected if the transfer goes ahead and tenants have been involved in its development.

EXISTING TENANTS AT TRANSFER



TENANCY AGREEMENT

Conditions of tenancy

Name of the assured tenant (or tenants):

Address and postcode:

National Insurance numbers:

Rent reference number:

Tenancy start date: (transfer date)

16 Mar

Tenancy agreement

Help and advice

This tenancy agreement is a legally binding document. It sets out your rights and responsibilities as one of our tenants.

If you would like to get legal advice about this tenancy agreement, you should visit a Citizens Advice Bureau or see a local solicitor.

Your landlord

We, Chorley Community Housing Limited, are your landlord.

If you need to send us any notices, you should send them to:

Chief Executive

Chorley Community Housing

Limited

[]

Section 196 of the Law of Property Act 1925 applies if we or our officers or agents need to send you any notices. This means that any notices are valid if we leave them or send them by registered post to your usual or last known address. (We need to give you this information under section 48(1) of the Landlord and Tenant Act 1987.)

1 An assured tenancy

1 This agreement makes you an assured tenant.

This means that provided you occupy the property as your principal home and you keep to the conditions of tenancy we cannot interfere with your right to quiet enjoyment of the property without a Court Order. We can only get a Court Order for certain legal reasons (called grounds).

1.1 You and Chorley Community Housing must both keep to this agreement. Once you have received the keys to your home and a copy of this agreement, it will be legally binding, whether or not it has been signed.

1.2 Your tenancy is for your home and any gardens, boundary hedges/fencing, dividing fencing to front gardens and any other permanent outbuilding. A plan showing the areas of your responsibility and those of Chorley Community Housing is attached later in this agreement.

1.3 Your tenancy does not include the following:

- Any item (for example, a shed) which a previous tenant left and you have agreed to take responsibility for. If you do not want to take responsibility for an item left by a previous tenant, you can remove it if you first get our permission.
- Garden paths which are not essential for getting to and from your home.
- Dividing garden fences to rear gardens.
- Trees and Bushes.
- Garages not attached to your home.

You are responsible for repairing and maintaining the items above.

A list of items you have agreed to be responsible for is given on the information sheet (page 25) at the back of this document.

1.4 We will ask you to confirm that the condition of the property is acceptable when you move in, or to notify us at this point of any problems that you have identified.

1.5 You may lose your right to live in your home if a court grants us a possession order for reasons as outlined later in this agreement.

1.6 If we want to repossess your home, we have to end your tenancy by sending you a 'notice of seeking possession' and get an order from the court. In most cases, the court will have to decide if it is reasonable for us to repossess your home. We explain this in more detail later.

2. Rent and service charges

Your responsibilities

- 2.1 One of your most important responsibilities is to pay your rent and service charges. You must pay these from the date your tenancy starts
- 2.2 You must pay your weekly rent on Monday each week for the week to come. The total payments you owe include any extra charges listed below. You can pay your rent by direct debit each month in advance (for the month to come) or by other methods as indicated to you by us from time to time.

2.3 Payments for your home are worked out as follows:-

Weekly Rent £[]

Support charge £[]

Service Charges £[]

(These could include cutting grass, maintaining shrub beds, cleaning and maintaining shared areas, maintaining shared parking areas, unadopted footways and roadways, drying areas and playing areas. This is not a complete list, it is only a guide.)

Heating Charge £ []

Payment towards arrears due at the date this agreement is signed (see below) £[]

If we have filled in this figure it means that this is the case where you owe arrears (missed payments) to Chorley Borough Council. The total arrears figure at The date of this agreement = £

The amount and period of instalments may change from time to time if we and you agree. If you clear this debt, you will no longer be liable for rent arrears, charges or any other money you owed us at your previous home.

Total Weekly Payment £[]

Water and sewerage rates and Council Tax are not included.

Your rights

- 2.4 You have the right to a rent card which shows the amount of rent you have to pay. If we replace your rent card with a swipe card, you will receive a statement of your rent account twice a year. This statement will be your rent card.
- 2.5 (i) any changes to your rent will take effect on the first Monday in April each year. Any changes will be made in accordance with Government guidelines. We will give you at least one month's notice in writing of the change.
- (ii) We cannot change your rent more than once a year.

Service charges

- 2.6 (i) Service charges will be reviewed annually. In March each year we will set the amount of the service charge we will ask you to pay for the following year. We will give you 4 weeks notice in writing of any changes.
- (ii) We can only make reasonable service charges, and the services or work we do must be of a good standard. If you believe that your service charge is unreasonable (in terms of how much we charge or the standard of work), you may be able to apply to a Rent Assessment Committee for a decision on what is reasonable. You can find more details on this in the tenants' handbook.
- (iii) Any changes to the services you receive and the service charges will only be made following consultation with you and others who receive the service

Supporting people

- 2.7 (i) If we provide you with support services (this will be shown by a charge for this service on the front page of this agreement), those services will include general counselling and support.
- (ii) We may change the support charge in the same way as we may change your rent and other service charges. We will limit any increase in charges for the support services we provide, by taking account of the level of charges approved by the Supporting People Administering Authority.
- (iii) At the start of your tenancy, you agree to accept the level of support services we make available, to make sure you can live as independently as possible. The level of services we provide on your scheme may change from time to time, as agreed through consultation with you and other tenants on your scheme.

- 2.8 You must pay your rent and any service charges on time (you could risk losing your tenancy if you do not).
- 2.9 If you are joint tenants, each of you is responsible for all the rent and any rent arrears. If one joint tenant leaves, we can take action against either or both of you for the whole amount.
- 2.10 By signing this agreement, you are agreeing that we will treat any rent or service charge arrears that you owed to Chorley Borough Council on your home before the date of this agreement as current arrears. We may claim these arrears as if we had not granted this agreement and your old tenancy agreement was still in force.
- 2.11 If you cannot pay your rent, contact your Neighbourhood Officer or Scheme Manager as soon as possible.
- 2.12 You may get help with paying your rent by claiming Housing Benefit. Your Neighbourhood Officer or Scheme Manager can tell you how to make a claim.
- 2.13 If you are receiving Housing Benefit, you may agree to Chorley Borough Council paying the benefit straight to us. However, you are still responsible for making sure that your rent is paid in full.

3 Repairs

Your rights

Repairs

- 3.1 You have the right to have certain repairs carried out to your home if you tell us what needs doing. You and we have certain responsibilities to make sure that your home is reasonably well maintained.
- 3.2 We are responsible for keeping in good repair the structure and exterior of your home. We are also responsible for keeping in good repair and proper working order installations for the supply of water, gas and electricity, for sanitation, space heating and water heating. We are responsible for the following elements:
- | | |
|----------------------------------|--|
| - Roof | - window fittings |
| - Chimney | - external painting and decoration |
| - External flues | - basins |
| - Outside walls | - sinks |
| - Gutters | - baths |
| - Rainwater pipes | - WC's |
| - External doors | - flushing systems |
| - Window frames | - drains |
| - Window sills | - waste pipes |
| | - electric wiring |
| | - gas pipe work and taps |
| - water pipe work and taps | - water heaters |
| - space heating | - fireplaces |
| - fires (fitted by CCH) | - sockets |
| - light fittings (fitted by CCH) | - gates (fitted by CCH) |
| - perimeter fencing | - dividing fences to front gardens |
| - boundary walls | - footpaths, steps & ramps (within the boundary of the dwelling) |
| | - garages |
| - outhouses | |
| - common areas in flats | |
- 3.3 However, we will not pay for repairs if:
- They are needed because you or anyone living with you or your visitors have damaged or neglected the installations; or
 - You have installed them yourself.
- In these cases you will have to meet the costs. (You must first get Chorley Borough Council Community Housing's written permission to alter the property.)
- 3.4 We will keep the common entrances, halls, stairway, lifts, passageways, rubbish chutes and any other common parts in reasonable repair and make sure they are fit

for use.

- 3.5 You have the Right to Repair. If we do not carry out certain repairs on time, you can tell us to get another contractor to do the work. See the Tenants Handbook for details.
- 3.6 We have to clear up after a repair, but we cannot guarantee that we will restore any decoration to its previous condition. If we carry out major repairs to your home and damage decorations, we will pay you a limited decoration allowance rather than redecorate.
- 3.7 We will offer you a suitable alternative home if we need to carry out major repairs which require you to move out of your home. You may choose to stay in your home if we carry out limited major work and there is no risk to your health and safety.
- 3.8 If we offer you a temporary home during repair work, you must move back into your original home after we have finished the repairs, unless we agree otherwise.

Improvements

- 3.9 You have the right to make improvements or alterations to your home. You must ask permission from Chorley Community Housing in writing before you commence any improvement work. We will write back to you telling you if you can do the work. You will need permission to do the following types of work:
- Carry out structural changes, for example, knocking down internal walls or making additions or alterations to the property such as installing or altering electrical wiring, gas pipes, water pipes or central heating, adding or altering fixtures and fittings.
 - Place or erect any structure on your property e.g. garage, hardstanding, path, shed, driveway, greenhouse, outbuilding, fence or other similar structure
 - Erect any posts or other structure on any parts of the communal gardens or drying area.
 - If you have a garden, remove or alter any trees, boundary hedges or fences.
- 3.10 We can ask that the work is done in a certain way, or to a specified standard. We will check that the work will not damage your home or make it unsafe.
- 3.11 You must make sure that you or your contractor are adequately insured against damage to Chorley Community housing's property or other people's possessions and personal injury during the course of the work
- 3.12 We may inspect works in progress and on completion.
- 3.14 When you end your tenancy, you may be able to get compensation in line with government guidelines for any improvements you have made. See your handbook for more details.

Gas safety check

- 3.13 We must make sure that any gas appliance supplied by Chorley Community Housing, gas pipework and flue are maintained in a safe condition. Each appliance, pipework and flue will be checked for safety once a year. We have to keep a record of the safety check for two years after it has been made. You will be given a copy of the Landlord's gas safety certificate each year.
- 3.14 If during the gas safety check, a fault is found on a tenants own appliance e.g. a gas cooker or gas fire, it will be disconnected. Repairs to these are the responsibility of the tenant.

Your responsibilities

You must look after your property and repair or replace anything which you or anyone living with you, or visitors, have damaged or neglected. If you do not, we have the right to enter your property to make good the damage and charge you for doing so. Note that you may, at the discretion of Chorley Community Housing, be responsible for the cost of repairing any damage which you were aware of or should have been aware of and which you did not report to us.

You must let us know immediately if any electricity, gas, water or central heating installations need repairing or if there are any other repairs needed to your property which are our responsibility. (See also the explanatory booklet entitled "Repairs" in your Tenants' Handbook. Note the legal rights which you have for the repairs which are our responsibility.) Subject to your legal rights, if you arrange repair work directly with other organisations you will have to pay the bill.

3.15 You must not cause or allow the premises to be damaged wilfully, recklessly, or negligently. Any such damage will be your responsibility. We will charge you for putting it right. This may include an administration charge.

3.16 You must keep the inside of the property clean, free from pests and vermin and decorated to a reasonable standard.

3.17 You should tell your Neighbourhood Officer if you are going to be away from your home for more than four weeks. This is in case we need to do repairs or gain access at short notice.

Access to your home

3.18 You must allow authorised employees or contractors of Chorley Community Housing access to the property at all reasonable hours to inspect or carry out repairs or routine servicing

3.19 in an emergency, you must allow immediate access at all times.

The action we could take

3.20 If you do not keep your home in reasonable decorative order, we may apply to a court to repossess your home.

3.21 If you or anyone living with you, or your visitors, have damaged or neglected the property, you will be responsible for meeting the repair costs. You can arrange to have the repair carried out yourself or we will do it and charge you. However, in the case of criminal damage charges, Chorley Borough Council Community Housing requires a crime number which can be obtained from the Police.

3.22 If you do not ask for our permission for improvements you carry out, we may apply to a court to repossess your home. We may also ask you to return the property to its original condition, or we may choose to do this and charge you for it.

Access

3.23 In emergencies, we have the right to enter your home immediately without giving you notice.

3.24 If we reasonably ask you to allow us into your home and you do not, provide access we may ask the court for an injunction to obtain entry into your home. Failure to comply with the injunction could result in your committal to prison. We will ask the court to make you pay the legal costs. We could also seek possession of your home

3.25 If you refuse to let us in, we may prosecute you for obstruction.

4 Living in your community

Your rights

- 4.1 You, anyone living in your home (including children) and visitors must respect other people who live in your neighbourhood. We believe that every resident has the right to live in an environment that is free from intimidation and antisocial behaviour and will take appropriate action to ensure this. ,

Your responsibilities – behaviour

- 4.2 As a tenant you are responsible for:

- your own behaviour;
- the behaviour of any person who lives in your home, including children;
- the behaviour of any person who comes to visit you, including children; and
- the behaviour of any pets belonging to you, your visitors or anyone living with you.

This includes in your home, on surrounding land and on shared areas, for example, stairs, landings, hallways, shared gardens, parking areas, play areas, or near your home.

Nuisance and annoyance

- 4.3 You must not behave in any way that causes or is likely to cause nuisance, alarm, distress or harassment to another person.

Examples would include:

- Car repairing
- Loud music
- Revving of motor vehicles
- Shouting
- Slamming of doors

(This is not a complete list, it is just a guide.)

Harassment

- 4.4 Harassment is caused when you offend other people or you interfere with their peace and comfort.
- 4.5 You must not do anything that could harass others on the grounds of race, colour, religion, sex, sexual orientation or disability or interfere with neighbours' peace and

comfort or cause offence to neighbours, other occupiers in the neighbourhood or anybody visiting the area.

You must not injure or threaten to injure our employees, contractors or agents.

4.6 You must not harass, assault others or abuse any neighbours, other occupiers in the neighbourhood or anybody visiting the area.

Some examples of harassment:

- Violence, or threats of violence, towards any person
 - Abusive or insulting words or behaviour
 - Damage, or threats of damage, to property belonging to another person
 - Writing threatening, abusive or insulting graffiti
 - Racist behaviour, including written or verbal abuse
- (This is not a complete list, it is just a guide.)

Antisocial behaviour

4.7 You, visitors and anyone living with you must not behave antisocially.

Some examples of antisocial behaviour:

- Violence, or threats of violence, towards any person
 - Racist behaviour, including written or verbal abuse
 - Prostitution
 - Criminal activity in properties
 - Drug abuse or drug dealing
 - Alcohol abuse
 - Verbal abuse and offensive behaviour
 - Domestic violence
 - Damaging property
 - Malicious phone calls
 - Writing graffiti
 - Throwing things off balconies or out of windows
 - Blocking shared areas
 - Storing petrol, diesel, paraffin, or vehicles powered by those fuels, in shared areas
- (This is not a complete list, it is just a guide.)

Criminal activity

4.8 You must not use the property or communal areas for any illegal activity, for example, drugs offences or any other immoral purpose. If you do with the result

that Police Officers or other public officials need to gain entry by force, you may be charged for resulting damage at the discretion of Chorley Community Housing.

- 4.9 You will have broken this agreement if you, visitors or anyone living with you is arrested by the police for possessing controlled drugs in your home. Controlled drugs include heroin, crack cocaine, cocaine, non-prescription methadone, mescaline morphine and ecstasy. (This is not a complete list, it is just a guide).

Domestic violence

- 4.10 You must not commit, cause or threaten any violence against a member of your household. If you do so, you will be in breach of your tenancy conditions.

The action we could take

- 4.11 We will investigate complaints of nuisance, annoyance, harassment, antisocial behaviour, criminal activity or domestic violence; The procedure we follow to do this and the action we can take is outlined in Chorley Community Housings Anti-Social Behaviour Policy

5 In and around your home

Property

- 5.1 You must not damage, spoil or put graffiti on any property.
- 5.2 You must not interfere with or damage the security and safety equipment in flats or sheltered housing schemes. You must not jam doors open or let strangers in if they do not have any identification.
- 5.3 You must not carry on a business or trade from your property or allow anyone to do so without our written permission.
- 5.4 You must only use the entrance hall, stairs, lifts and landings for entering or leaving your property and not for storage or any other purpose

Gardens

- 5.5 You must keep the garden, hedges and trees on the premises in a tidy and manageable state and not remove any hedges, trees or fences without first obtaining our written consent.
- 5.6 Tenants in flats, will be jointly responsible for both front and back gardens.
- 5.7 You must not store inflammable liquids in any part of the property other than usual household items such as paint.
- 5.8 You must not use your garden for storage of large quantities of materials, items or dangerous items without prior approval from us.
- 5.9 You must maintain any trees in your garden. However, if you believe that the tree may be dead, diseased or dangerous, or that the roots may be affecting underground services or foundations, you should contact your Neighbourhood Officer, who will arrange inspection and its subsequent removal, if necessary.
- 5.10 You must get our permission, in writing, to remove a tree or hedge, as it may be in a protected or conservation area.
- 5.11 You are responsible for maintaining any shed, greenhouse or other structure in your garden.
- 5.12 You are responsible for maintaining any fence, hedge or wall between you and

your neighbour's garden (but see clause 5.13). If you want to repair or improve the current fence, hedge or wall, you will be responsible for making the necessary arrangements and paying any costs involved.

- 5.13 Generally, we will repair a boundary fence or hedge in your garden, unless your neighbour owns their property. In this case, your neighbour may be responsible for repairing the fence or hedge. Your Neighbourhood Officer will be able to tell you if we or your neighbour has to repair the fence or hedge in your garden. It is your responsibility to maintain (e.g. creosote or paint) boundary fences.
- 5.14 You must not park a vehicle, caravan or trailer on the property until there is a properly made hardstanding or garage together with a dropped pavement crossing. Any vehicles parked must be in roadworthy condition.
- 5.15 You must not park motor vehicles, caravans, boats or trailers on grass verges and open spaces that are not intended for such parking.
- 5.16 You must not take any petrol or diesel engine vehicles into a dwelling-house
- 5.17 You must get our permission, in writing, to build a driveway or hard standing at your home.
- 5.18 If you want to make arrangements to build a driveway or hard standing at your home, you should contact the Highways Department about the dropped kerb that will be required

Domestic animals

- 5.19 You must not keep (temporarily or permanently) any animal which we consider unsuitable, at your property.
- 5.20 You must not keep an animal in the dwelling house where you have a communal entrance or communal garden area.
- 5.21 You must not keep (temporarily or permanently) any animal except small caged animals / birds in any dwelling which forms part of a block of dwellings to which access to some or all of the dwellings is by use of common parts, without our written consent.
- 5.22 If you wish to keep any unusual animal (as defined under the Dangerous Wild Animals Act 1976), you must obtain our written consent before obtaining such an animal.
- 5.23 These are the conditions for keeping pets:
- You must keep the pet under proper control at all times.
 - The pet must not cause a nuisance, annoyance, disturbance or danger to

people or other animals any person or animal in the vicinity or neighbourhood of your property. . (Nuisance includes excessive or persistent noise.) In some cases, keeping many pets in your home will cause a nuisance even if each pet is under control.

- You must not allow your pet to cause damage to our property or shared areas.
- You must not allow any animal in your control to foul these areas. In the event that the animal does foul any of these areas, you must ensure that you hygienically dispose of any fouling by your animal.

Property

5.24 We may charge you for any repairs, or if we have to replace any security equipment at our flats which you, visitors or anyone living with you has damaged.

5.25 We may charge you for any necessary cleaning or repairs if you, visitors, anyone living with you, or pets have damaged our property.

5.26 If you damage our property, we may apply to a court to repossess your home.

5.27 If you run a business from your home without our permission in writing, we may apply to a court to repossess your home. If you have our permission to run a business, but your business then causes nuisance, we could withdraw that permission.

Gardens

5.28 You must allow authorised employees or contractors of the Council access to your gardens at all reasonable hours to inspect or carry out repairs.

5.29 We may choose to clear your garden and charge you for the work. This will only happen in limited circumstances, such as where the garden is very overgrown and you have not responded to requests to clear it.

If you are elderly or have a disability, you may qualify for our gardening scheme. You may have to pay an extra fee for this.

Domestic animals

5.30 If we receive a complaint that you have broken any of the conditions for keeping pets, your Neighbourhood Officer will warn you that you must keep to the conditions.

- 5.31 If you break the conditions again within six months of the warning, we will ask you to find another home for the pet within 28 days, or we will ask you again to keep to the conditions for keeping pets.
- 5.32 If you cannot find another home for your pet within 28 days, or if you break the conditions again within six months of the second warning, we will withdraw our permission to keep the pet. We may also apply to a court to repossess your home.

6 Passing on your home

- 6.1 As a general rule, you are not allowed to give control of your home to another person.

Lodgers

- 6.2 You have the right to take in lodgers and ask them to pay you rent, as long as this does not bring the number of people living in your home to more than the maximum number on page [] of this agreement. A lodger is someone who rents a room in your home, but they cannot stop you from going into any part of it. You must tell us the lodger's name in writing. If you receive Housing Benefit, you must also tell the Housing Benefit Department of Chorley Borough Council that your circumstances have changed.

Transferring or exchanging your home

- 6.3 We will allow you to exchange your property with another local authority or registered social landlord subject to any conditions which may have to be met before we give full written approval. You must not move before both landlords give full written consent.

Succession

- 6.4 Passing your tenancy to another person if you die is called a 'succession'. There can only be one succession of your tenancy.
- 6.5 If you die, your tenancy will pass to your husband or wife, or civil partners, as long as they lived with you before you died. If they are already a joint tenant, they will become the only tenant.
- 6.6 We will consider your unmarried or same-sex partner to be a member of your family if they can show that you were living together for the last 12 months before you died.
- 6.7 If you are not married, another member of your family can become the tenant, as long as they have lived with you for the last 12 months before you died. A member of your family is a parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece. If your home is not suitable for this member of your family, either because of size or type, we will offer that person alternative accommodation.

6.8 See the Tenants Handbook for further details of succession

Exchanging with another tenant

6.8 You have the right to exchange your home with another of our tenants or a tenant or registered social landlord or another company.

6.9 You must get our permission, in writing, before any exchange can go ahead. You must use an exchange application form to do this.

6.10 We must tell you of the outcome of your application within 42 days. We may only refuse permission for certain reasons, for example if your home will be too big or too small for the family you want to exchange with.

6.11 If you have rent arrears (missed payments) or if you have not kept to the conditions of this agreement, we may give our permission to exchange only if you pay your rent or take some action to keep to this tenancy agreement (for example, we can ask you to tidy your garden).

After a relationship has broken down

6.12 If you get divorced, the court which decides your divorce has the power to order that the tenancy can be given to you or your husband or wife.

6.13 This rule applies whether or not your husband or wife is already a joint tenant.

6.14 If you have been living together as husband and wife but are not married, the court also has power to order the transfer of the tenancy. If the court does not order the transfer of the tenancy, we may do so.

6.15 The court will have to send us a copy of the order before the transfer can take place.

Transferring your tenancy

6.21 You may want to move somewhere else but not want to leave your family without a home to live in. In some cases, you may be allowed to hand over your tenancy to a member of your family. This is called 'assigning' your tenancy.

6.22 A member of your family is your husband or wife, your partner, parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.

6.23 You will only be allowed to hand over your tenancy to a member of your family who has lived with you for the last 12 months and if you have not succeeded to the tenancy from someone else. You should confirm with us whether the person you want to assign your tenancy to is eligible to become the new tenant.

Transfer list

6.24 You can apply to move to another one of our properties. To do this, you will have to apply to go on the transfer list.

6.25 We will consider your application in line with our transfer scheme.

Your responsibilities

6.26 You can pass on (assign) the tenancy to a person who would be legally entitled to succeed to the tenancy with our prior written permission.

6.27 If your name changes, you must provide proof of any change (for example, a marriage certificate and National Insurance number) if you want us to change the name shown on your tenancy.

6.28 You can leave the property for more than 4 weeks at a time with our prior written permission if you:-

- tell us when you expect to come back
- give us a forwarding address
- give us a name of someone we can contact if there is a problem with your property

If you do not tell us that you are going to be away, you may lose your rights under this agreement.

6.29 You are not allowed to give your home to someone else. This means that you cannot move out and allow someone else to live in your home.

The action we can take

Subletting

- 6.30 If you sublet part of your home without our permission, we may apply to a court to repossess your home.
- 6.31 If you sublet all of your home, you will lose your rights under this agreement and we may apply to a court to repossess your home.

Succession

- 6.32 If more than one member of your family wants to take on the tenancy, we can decide who will take the tenancy. We will consider any requests you may have put in your will or in writing.

- 6.33 If you have succeeded to this tenancy and we decide that your home is too large for you, we will offer you another home which is more suitable to your needs. If you refuse to move to another home, we may apply to a court to repossess your home. However, we will take account of all the circumstances of your case before we decide to do this.

Exchanging with another tenant

- 6.34 If you have exchanged homes with another person and do not have our permission in writing, we may apply to a court to repossess your home.
- 6.35 If you offer or accept any money or other financial incentive from another tenant to exchange your home, we may apply to a court to repossess your home.

Assigning your tenancy

- 6.36 If you assign your tenancy to someone who is not eligible to become the new tenant, that person will not be a secure tenant and we may apply to a court to repossess the property.

7 Ending your tenancy

Your rights

7.1 You have the right to end your tenancy at any time.

Your responsibilities

7.2 You may end the tenancy by giving us, in writing, at least 4 weeks notice ending on a Monday.

7.3 When the tenancy ends for whatever reason you must ensure that:-

- Your rent is paid up to the date your tenancy ends
- No possessions are left in the premises
- The property is clean
- Any garden is tidy
- The fixtures and fittings are in good condition
- Everyone in the premises has moved out

If you do not comply with these requirements then we will charge you the cost of putting the property right. The costs may include legal costs, staff time, and cost of repairs or replacement. You may also be charged for any rent lost for the period we are not able to let the property due to you not complying with the above.

7.4 If you are joint tenants, you are both liable for all the rent and other responsibilities of the tenancy. If one of you moves out without giving us notice, that person will still be liable for the rent and other responsibilities of the tenancy until they have given us notice.

7.5 You must allow new tenants and our staff access to view your home within the final four weeks of your tenancy. We will arrange suitable appointments to do this.

7.6 You must return all keys to us by 9am 12 noon on the day that the tenancy ends.

The action you can take

7.7 If you want to end your tenancy, your Neighbourhood Officer can give you a standard notice and help you fill it in. If you are joint tenants, either one of you can end the whole tenancy by giving us notice. We will decide if the other person is allowed to stay at the property. You should discuss this with your Neighbourhood

Officer.

The action we will take

- 7.8 We will arrange to inspect the property when you give us notice to end your tenancy. If any repairs are needed to the structure, fixtures or fittings, which are not the result of fair wear and tear, we may charge you for the cost of these repairs.
- 7.9 If you leave the property without telling us that you intended to end your tenancy, you will be responsible for the full rent until the date the tenancy ends legally.
- 7.10 We expect you to leave the property totally empty unless you have agreed with your Neighbourhood Officer that you can leave carpets if they are in excellent condition. We will get rid of any other belongings you leave in the property on the date your tenancy ends, but we will charge you for this.

How we can end your tenancy

7.11 As well as the situations we have explained in this agreement about when we can end your tenancy, we can also end it in the following circumstances.

- If it stops being an assured tenancy. There are only a few circumstances where this could happen. For example, if you stop living in your home as your only or main home. If your tenancy does stop being an assured tenancy, we may end your tenancy by giving you four weeks' notice, in writing. In this circumstance, we would not need to get a court order against you.
- If we get a court order against you to repossess your home under grounds from schedule 2 of the Housing Act 1996. If we intend to get a court order against you, we will give you at least four weeks' notice, in writing, unless we are using grounds 14 and 14A in schedule 2, in which case the notice may be less than four weeks.

We will only try to get a court order for the following reasons.

- If you die and leave the tenancy to someone other than your husband, wife, partner (including a same-sex partner) or a member of your family (ground 7).

We are able to request a court order in the following circumstances:

- If you die and leave the tenancy to someone other than your husband, wife, partner (including a same sex partner) or a member of your family (ground 7)
- If you have been offered suitable alternative accommodation and we can

show that:

- we intend to demolish your home or restructure the building (or part of the building) which includes your home, and we need your home to be empty to carry out the work;
- your home has special features (which you do not need) for an elderly or disabled person, and we need your home for someone who needs those special features; or
- you took over the tenancy in the circumstances described in clause 6.4 of this agreement and there are too few people living in your home considering its size (ground 9).

we will give you a tenancy of this new property and we can end this tenancy.

- If you have not paid the rent you owe (grounds 10).
- If you have persistently delayed paying your rent (ground 11).
- If you have broken any of the conditions of this tenancy (ground 12).
- If you or anyone living with you has damaged or not looked after your home or its surroundings, or your lodger or subtenant has damaged your home and you have not taken all reasonable steps to evict that person from your home (ground 13).
- If you, visitors or anyone living with you has constantly annoyed your neighbours or visitors to the area, or has harassed them because of their race, colour, religion, disability, age, sex gender or sexuality. Or, if you have used your home for an illegal purpose or been convicted of an arrestable offence in or near your home (ground 14).
- If you live at your home as a married couple and one partner leaves because of domestic violence towards them and we can show that the partner who has left is unlikely to return (married couple means those who are married, civil partners or a couple living together as husband and wife) If you lived at your home as a married couple (or as a couple living together as husband and wife) and one partner has left because of domestic violence, and we can show that the partner who has left is unlikely to return (ground 14A).
- If you or anyone living in your home has damaged any furniture we have provided under the tenancy. Or, if someone living in your home has caused damage to furniture we have provided under the tenancy, and you have not

taken all reasonable steps to evict that person from your home (ground 15).

- If we let your home to you because of your job and you no longer have that job (ground 16).
- If you, or someone acting on your behalf, made a false statement to get this tenancy from us (ground 17).

We will only try to get a Court Order against you on one of these grounds. The grounds for possession referred to above have been summarised. We would rely upon the full text contained in Schedule 2 of the Housing Act 1988 where proceedings are taken. These can be found in your Tenants Handbook. As long as you keep to this Tenancy agreement you have the right to live peacefully in your home without interference from us.

If your home becomes damaged beyond repair or becomes unstable, we may need to use ground 6 to ask you to move out, but we will provide other accommodation and will only use this ground in extreme circumstances.

8 Information, consultation and your 'right to buy' and 'right to acquire'

Information

- 8.1 You have the right to information about your assured tenancy. This agreement and the tenants' handbook will give you information about the terms of your assured tenancy. If you need any more information, you can speak to your Neighbourhood Officer or get leaflets from your local Area Office.
- 8.2 We may share your information with other public bodies for housing management purposes from time to time.

Preserved right to buy

- 8.2 If you were a tenant of Chorley Borough Council and had the 'right to buy' your home before you transferred to us, you have the 'preserved right to buy' your home under the Housing Act 1996 and the Housing (Preservation of Right to Buy) Regulations 1993. Your Neighbourhood Officer will be able to give you more information about this.
- 8.3 You will not have the preserved right to buy if you live in sheltered housing or other housing that is not covered by this or any other legislation, or in accommodation that is specifically excluded under the law.

Right to acquire

- 8.4 You have the 'right to acquire' your home under the Housing Act 1996, unless you live in sheltered housing or other housing that is not covered by this or any other legislation, or in accommodation that is specifically excluded under the law.

Data Protection Act 1998

- 8.5 Under the Data Protection Act 1998, you have the right to see information that we hold about you, your partner or your family. You may not be able to see everything, for example, details about other tenants. You can get copies of the information, but you will have to pay a charge set by the Data Protection Commissioner.

Local tenants' and residents' groups

- 8.6 You have the right to start or join a local tenants' or residents' group. Ask our Tenant Participation Officer or your Neighbourhood Officer for information about groups in your area or about how to start one.

8.7 We encourage tenants to get involved in decisions and managing their homes, and to take part in any training and development they may need.

Consultation

8.8 You have the right to be consulted about important changes in our housing service.

8.9 We must ask for your views about any of our housing plans if they substantially affect you (for example, modernisation or improvement work that is planned for your home or your area). We will involve you or your tenants' or residents' group in local housing issues.

8.10 We may vary the agreement by either agreeing with you to allow such a change or by serving a Notice of Variation. If we serve a Notice of Variation you will have the right to comment on the proposed changes.

8.101 We must deal with your complaints efficiently and effectively. We have a formal complaints procedure. Any of our officers will be able to tell you what you have to do to make a formal complaint. The complaints procedure will follow the Charter for Housing Association Applicants and Residents (or any document that replaces it), as set out by the Housing Corporation. We are regulated by the Housing Corporation, and the Charter for Housing Association Applicants and Residents applies to this agreement. The Charter explains your rights and contains various conditions which we must follow. You can get a copy of the Charter from our offices. If you are still not satisfied after following our complaints procedure, you can refer the matter to:

The Independent Housing Ombudsman
Norman House
105-109 The Strand
London
WC2A 0AA.

Information sheet

Name of the assured tenant (or tenants):

Address and postcode:

Type of property:

Maximum number of people allowed to live in the property:

People living in the home:

Surname	First names	Date of birth	Relationship to the tenant	National Insurance number

This is a list of fittings/items I agree to take responsibility for.

- A
- B
- C
- D

I accept and agree to keep to the conditions set out in this tenancy agreement.

I confirm that the information I have given in my application for housing was and still is true.

I know that you may prosecute me if I have given false information or have withheld information that you need to make sure that you can allocate your homes properly.

Your signature: Date:

Joint tenant's signature:Date:

Authorised officer's signature: Date:

Their name (in CAPITALS): Position: