Formal consultation on the Proposed Transfer of the Kennington Park and The Bridge Estates to Hyde Southbank Homes

Your Choice

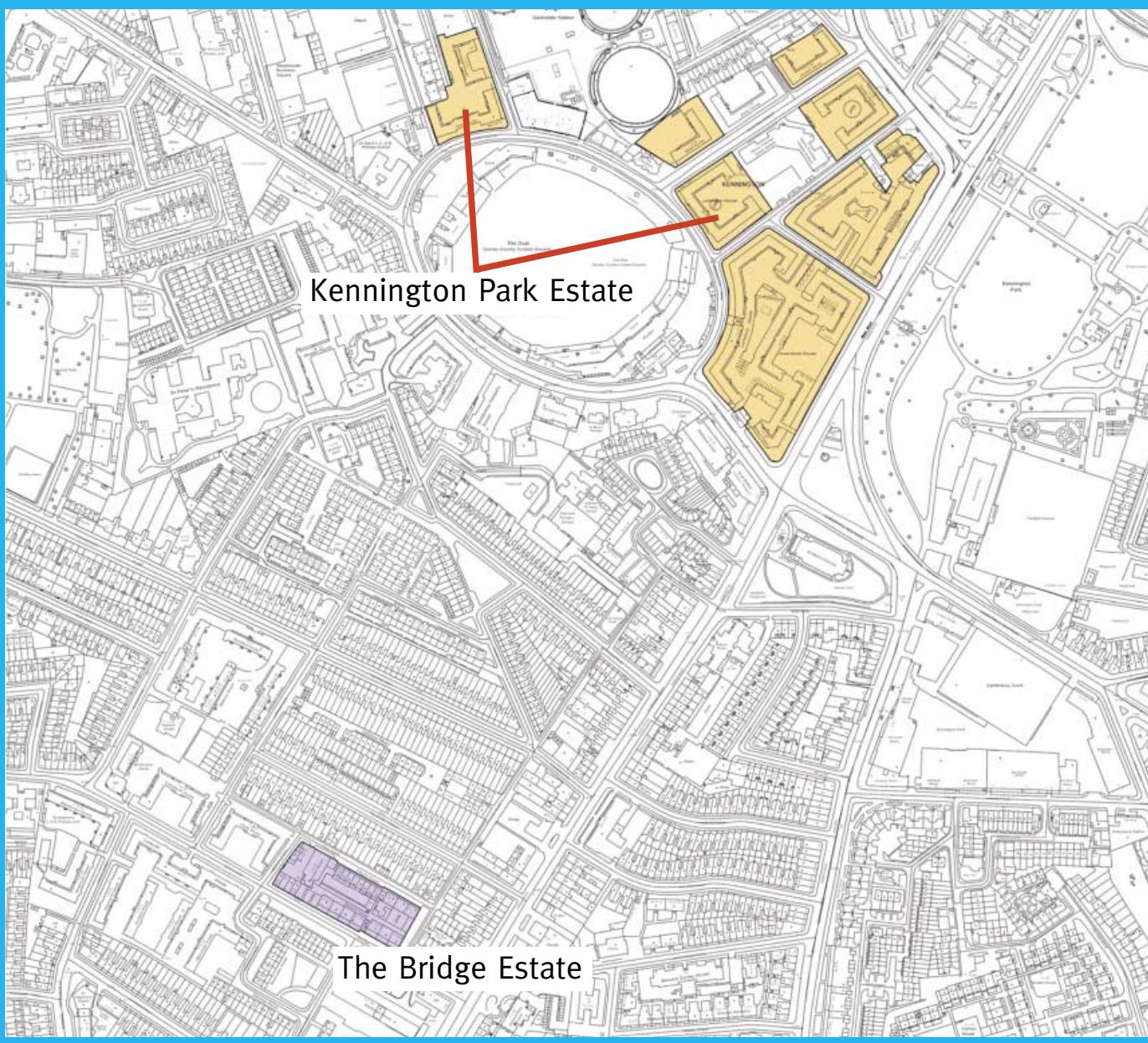
This document contains important information about the proposed transfer of your homes from Lambeth Council to Hyde Southbank Homes

Lambeth

hyde southbank homes

Kennington Park Estate Tenants' Association

THE BRIDGE TENANTS AND RESIDENTS ASSOCIATION



Translations

Spanish
Si desea esta información en otro idioma, rogamos nos llame al **020 7926 3528**

Portuguese
Se desejar esta informação noutro idioma é favor telefonar para **020 7926 3528**

French
Si vous souhaitez ces informations dans une autre langue veuillez nous contacter au **020 7926 3528**

Bengali
এই তথ্য অন্য কোনো ভাষায় আপনার প্রয়োজন হলে অনুগ্রহ করে ফোন করুন **020 7926 3528**

Twi
Se wope saa nkaeboy yi wo kasa foforo mu a fre **020 7926 3528**

Yoruba
Tí ẹ ba fẹ ìmoràn yìí, ní èdè Òmíràn, ẹjọ̃, ẹ kàn wà l'ágogo **020 7926 3528**

If you would like this information in large print, braille, audio tape, or in another language please contact 0800 013 0332.

Contents

Lambeth

Dear Tenant

Proposed transfer of your home to Hyde Southbank Homes

I am pleased to enclose the formal consultation document setting out the Council's proposals for the transfer of homes on the Kennington Park and The Bridge estates to Hyde Southbank Homes Limited. The Council is developing these proposals because tenants on Kennington Park and The Bridge specifically suggested investigating the option of transfer to Hyde Southbank Homes and campaigned for this over several years.

Hyde Southbank Homes is part of the Hyde Group, whose parent is Hyde Housing Association, a not-for- profit organisation that has been providing affordable Housing in London and the South East for over 35 years. The Hyde Group has been managing your homes on behalf of the Council for the past seven years.

This document explains the proposal in detail.

The Council believes that the transfer would be the best way of providing tenants with good quality, well managed, and well maintained homes at affordable rents in the future. We now want to give you the opportunity to consider the proposals for yourself. The Council will then consider carefully what tenants have said to us and decide whether to go ahead with a ballot when all introductory and secure tenants will be able to vote on the proposal.

The transfer would only go ahead if the majority of secure and introductory tenants who vote are in favour of transfer.

The Council believes that Hyde Southbank Homes would be able to carry out more repairs and improvements than the Council would be able to. Hyde Southbank Homes would also work with tenants to make improvements to the housing services and ensure long-term affordable rents.

Your views are important to us. You will find a reply form sent with the formal consultation document for your comments and we hope you will use it. You can also use the form to request more information. Please return the form to reach us by midday on [???] 2004. If you are a joint tenant, each tenant in the household will have been sent a copy of this document because every Secure and Introductory Council Tenant would have the right to vote in a ballot.

This is not the ballot. At this stage the Council simply wants to hear your comments. We will consider them and send you a letter explaining any changes that result. We will then let you know whether the Council decides to go ahead with the ballot.

Over the next few weeks the Council will try to contact you in person at home to explain these proposals. If you wish to contact us, please use the Council's Freephone helpline on [ ], or F.I.R.S.T. Call (your Independent Advisor) Freephone Number: [0500-295-999].

I look forward to hearing from you.

Yours sincerely

[Stuart Holton Executive Director of Housing]

hyde southbank homes

Dear Tenant

I am delighted to be working with the residents of the Kennington Park and The Bridge estates on this opportunity to improve your homes and regenerate your community. We continue to be happy to respond to residents' request to explore the possibility of transfer from Lambeth Council to Hyde Southbank Homes, and to build on the work done by residents over the last few years.

For seven years The Hyde Group has been managing your homes and in this time the performance of the Oval neighbourhood has improved substantially. From being a poor performing neighbourhood in 1996 it reached the top of the Council's performance tables last year.

Whilst managing your homes over the past seven years, The Hyde Group has sought to improve services, spend the Council's resources well and investigate opportunities for the further regeneration of your homes and your community. This work has culminated in this proposal which the Council is consulting residents upon, whereby your homes would be transferred to Hyde Southbank Homes, which is part of The Hyde Group, and which has been helping to manage your homes since it was created in 1999.

The main benefits of the proposal are as follows:

- Refurbishment of your homes in the first three years after transfer through approximately £19million of investment
- Refurbishment that would include new kitchens and bathrooms, central heating, new windows and rewiring of your homes where required
- Substantial improvements to security through the provision of door entry systems
- New refuse disposal arrangements
- Improvements to the communal areas of blocks including painting of communal areas
- Substantial improvements to the local environment including landscaping, new play areas and enhanced green spaces

Provision of non-housing services such as:

- New play areas
- Improved community facilities
- ocal jobs for local people through the regeneration programme

Following the completion of works to your home there will be a guaranteed programme of maintenance for your homes in the future. Hyde Southbank Homes has established a 30-year business plan to ensure your homes are maintained to a high standard in the future.

Other benefits will include:

- Your key rights maintained within your tenancy agreement (please see Section G – Your Rights in the main consultation document)
- Retaining your right to transfer within Lambeth Council's housing stock
- Your housing service provided by local staff based in a local office on the Kennington

continued over ...

Park estate

- A Local Estate Maintenance Service based on the estates to undertake minor repairs to your homes and maintain your estates
- A Resident Estate Board made up of elected residents, which will oversee all aspects of the housing service
- Affordable rents which are controlled by the Government

Kennington Park and The Bridge estates would be owned by Hyde Southbank Homes which exists to provide and manage housing. Hyde Southbank Homes concentrates on delivering a good housing service and also has access to funding to do major improvements. The Council can only afford to do a small amount of major improvements each year. A transfer to Hyde Southbank Homes would mean a better standard of housing and a better housing management service. It would also mean keeping the local housing office and a local service.

About Hyde

Hyde Southbank Homes is part of The Hyde Group, whose parent association is Hyde Housing Association. Hyde Housing Association was established over 35 years ago to provide and manage affordable housing. The Hyde Group now owns and manages over 30,000 homes in London and the South East.

The Hyde Group is:

- Regulated by the Housing Corporation and subject to inspection by the Audit Commission
- A financially strong organisation with assets of over £1billion and a turnover of £90million a year
- A not-for-profit organisation that reinvests all surpluses made into providing affordable housing and maintaining homes
- Experienced at delivering major regeneration schemes with a strong track record
- Committed to providing services locally

In 1999 Hyde Housing Association set up Hyde Southbank Homes to take the transfer of 2,500 homes in the Central Stockwell neighbourhood from Lambeth Council.

Since then over £70million has been invested into people's homes and the work to those homes will be completed over a year early.

I look forward to working with you in the future to deliver substantial improvements to your homes and the housing service you receive if you vote in favour of these proposals.

Yours Sincerely

Austen Reid
Director, London Region
The Hyde Group

A

Background and summary

A

Background and summary

A summary of the housing transfer proposal and benefits it would provide

What is the proposal?

The London Borough of Lambeth is proposing to transfer the ownership and management of the homes on the Kennington Park and The Bridge Estates to Hyde Southbank Homes because the tenants have specifically suggested it and campaigned for it over several years.

Government restrictions on Council finances mean it has become increasingly difficult to provide a high level of service and undertake all the major repairs and improvements needed to your homes.

What is stock transfer?

So far more than 140 councils have transferred over 780,000 council homes to housing associations. This has been to allow substantial investment to be made in homes and Estates and to give residents more control over the management of their homes.

What are the key benefits of transfer?

After considering its own resources and tenants' views, the Council believes that the main benefits for tenants of the transfer proposal would be:

- **A programme of repairs and improvements of approximately £19million in the first three years after transfer (see Section C for more details)**
- **Long term rent stability (see Section D for more details)**
- **Direct involvement of tenants in the management of your homes through resident representatives elected by all residents to sit on the Resident Estate Board (see Sections F and H for more details)**
- **Retaining a local housing office with local housing staff (see section E for more details)**
- **Protection of your key rights (see Section G of this document for more details)**

- **Approximately £19million would be invested to deliver major improvements to homes on the Estates both inside and outside**
  - This work will be undertaken within the first three years after transfer
  - Over the next thirty years, a fully funded programme of regular repairs and maintenance will ensure the Estates do not fall into disrepair again

- **The work to be undertaken in the first three years will include:**
  - New double glazed windows for homes which do not already have double glazing installed, with a thorough maintenance check of all double glazed units which already exist
  - Modern kitchens, bathrooms and central heating installed where properties have not been refurbished recently
  - All entrances to blocks made secure either by way of door entry systems or lockable doors to prevent access to anyone other than tenants and authorised visitors
  - The complete refurbishment of communal areas to improve their appearance and to make stairs and walkways bright, fresh and easier to clean
  - Redesigning and improving external lighting to eliminate dark spaces and to ensure lights can be repaired quickly
  - Improved refuse arrangements, with refuse chutes replaced by large bin stores not attached to the building
  - Subject to technical assessment, external brickwork will be cleaned where this has not been done as part of recent environmental improvement works
  - Redesign of the external environment on the Estates to make it attractive, with green spaces preserved and improved
  - New well-designed play areas for small children introduced, with new stimulating play equipment
  - Facilities for older children
  - Car parking areas redesigned to ensure efficient use of space without dominating the environment
  - Enhanced front boundaries for ground floor flats currently opening directly onto communal space to provide extra security
  - Green spaces will be preserved and improved and landscaping redesigned to ensure the environment is attractive to residents and can be maintained to a high standard with the resources available
  - The existing community buildings will be refurbished to provide facilities for all residents. Buildings will be maintained in good repair and in good decorative order
  - A programme of local employment through the regeneration programme offering training and jobs to local people

The promises detailed above are subject to the Council's secure and introductory tenants voting in favour of the transfer proposals and then any necessary planning approval or other consents being received. Specific works and initiatives would also be subject to continued consultation with residents.

Other benefits would include:

- Your key rights maintained within your tenancy agreement (please refer to Section G – Your Rights)
- The retained right to transfer within Lambeth Council's housing stock
- Your housing service provided by local staff based in a local office on the Kennington Park Estate
- A Local Estate Maintenance Service based on the Estates to undertake minor repairs to your homes and maintain your Estates
- A Resident Estate Board made up of elected residents, which will oversee all aspects of the housing service
- Affordable rents in line with the government's rent guidelines

Would the promises be kept?

- If the transfer goes ahead, Hyde Southbank Homes would enter into a formal legal contract with the Council. This contract would contain a legally binding commitment that Hyde Southbank Homes would keep all the promises made to you in this document, including the repair and improvement programme. The contract would also allow the Council to monitor Hyde Southbank Homes' performance.
- The Housing Corporation would monitor and regulate Hyde Southbank Homes to check that it meets its expectations for managing and maintaining your homes and it has the power to intervene if those standards are not being met. It would also monitor compliance with the promises made to you in this document.

What is the timetable for consultation?

The current plans are as follows:

- This is the period of formal consultation with you on the proposed transfer called **Stage 1**. The Council will take every opportunity to meet with you to discuss the proposal. There will be **meetings for tenants, home visits by officers, and a short video** sent to residents. The Council will consider your comments and any suggestions on the transfer proposal. We will then decide whether this proposal needs to be altered and whether we are to go ahead with the ballot of all the Council's Secure and Introductory tenants on the Estates. If the Council decides not to go ahead with the ballot then the process stops and the transfer proposal goes no further.

- If the Council chooses to proceed with the ballot following Stage 1, it would send you a letter called the **Stage 2 letter**. This letter would describe what, if any, changes have been made following comments received from you in response to this proposal. It will also explain in detail your right to comment on the proposals to the Office of the Deputy Prime Minister
- A confidential **4 week postal ballot** would be conducted by Electoral Reform Ballot Services an independent organisation. Every Secure and Introductory tenant on the Estates would have a vote. This means that joint tenants would each have separate ballot papers. Neither the Council nor Hyde Southbank Homes would ever know which way you have voted. **In order to have a positive ballot, a majority of all Secure and Introductory tenants voting must vote in favour**. If the ballot result is in favour of transfer, and the Council agrees to go ahead, we must then ask the Deputy Prime Minister to give his consent before the transfer can take place. If all of this happens, the actual legal transfer of the ownership and management of your home should take place in summer 2004.

About Hyde Southbank Homes

Hyde Southbank Homes Limited is a community-based Housing Association (a Registered Social Landlord) established in 1999 to regenerate homes in Lambeth. Hyde Southbank Homes is part of the Hyde Group, whose parent is Hyde Housing Association, a not-for-profit housing association set up to provide and manage affordable housing. The Hyde Group has been providing affordable housing in London and the South East for over 35 years and now owns and manages over 30,000 homes. It has assets of over £1billion and an annual turnover of £90million.

What is a Housing Association?

Housing Associations are not for profit organisations, which provide affordable housing. There are over 2,000 housing associations in England owning over three million homes. They are regulated by the Housing Corporation and subject to inspection by the Audit Commission, government agencies that make sure that public services are well provided.

Hyde Southbank Homes' experience

Hyde Southbank Homes has successfully completed two stock transfers in Lambeth since 1998 and has invested over £70million in the homes transferred to it. It has completed the refurbishment of 2,500 homes in Stockwell earlier than promised and has delivered improvements beyond those originally promised to residents. The Hyde Group is now working on four proposed stock transfers in 2004 including this proposal.

Hyde Plus

The Hyde Group established Hyde Plus, its Social, Community and Economic Regeneration arm, in 1996 to lead on community initiatives that support and are related to providing and managing homes.

Communities where housing associations within The Hyde Group own homes benefit from the services of Hyde Plus. These services include:

- Identifying non-housing needs
- Providing local job opportunities
- Improving community facilities
- Working with other agencies to improve local services
- Considerable success in attracting grant funding to support community regeneration
- Support for young people and older people
- Support for black and minority ethnic communities

Comparison of key differences between the Council and Hyde Southbank Homes

Staying with Lambeth Council	Transferring to Hyde Southbank Homes
Works to your Home The Council would continue to carry out basic repairs to your homes. It is estimated that around £3.1m would need to be spent up to 2011 to bring homes on Kennington Park and The Bridge up to the Decent Homes Standard. This would not include any external environmental works. However, it is likely that the Council would only spend £2.8million over this time.	**Works to your Home and Estate** A full refurbishment of homes would be undertaken in the first three years after transfer. Approximately £19million would be spent on your homes which would bring the homes to a standard well above the Decent Homes Standard. There would also be substantial improvements to the environment of the Estate. A Local Estate Maintenance Service will undertake minor repairs to your homes
Tenancy Management Existing levels of service will continue to be developed within current budgets The Council is reframing its housing service. It is unlikely that there will be an Estate office if you remain with the Council. Existing Tenancy Agreements will remain	**Tenancy Management** Housing service provided from a local housing office on the Kennington Park Estate A local housing team led by a senior Housing Manager A Resident Estate Board controlled by residents will oversee all day to day services A new Tenancy Agreement that has been developed with tenants which protects your key rights and gives some new rights
Rents Rent increases subject to Government policy guidelines. Currently maximum increase each year of inflation plus 1% +£2 until target rents reached. Thereafter annual increases of inflation plus 0.5% a year	**Rents** Rent increases subject to Government policy guidelines. Currently maximum increase each year of inflation plus 0.5% +£2 until target rents reached. Thereafter annual increases of inflation plus 0.5% a year **Hyde would comply with the guidance and any changes to the guidance.**
Value for Money It's not just what you pay out but what you get for your money. Because Hyde Southbank Homes would have a fully funded Business Plan over 30 years, it would be able to guarantee investment in your home and would have more resources to develop services. **The Council is unable to offer you the same commitment.**	

Compare your Rights

Rights	With Lambeth Council	With Hyde Southbank Homes
The Right to Buy your home with a discount	Yes*	Yes (called the Preserved Right to Buy)
The Right of Succession (the ability to pass on your home)	Yes	Yes
The Right to Transfer & Exchange	Yes*	Yes
The Right to Sub-let or take in lodgers	Yes*	Yes
The Right to Repair	Yes	Yes
The Right to carry out Improvements and receive compensation	Yes*	Yes
The Right to be Consulted	Yes	Yes
The Right to Information	Yes	Yes
The Right to Manage	Yes	No
Rent to Mortgage	Yes*	No
The Right not to have your tenancy agreement changed (except for rent and service charges) without your individual consent	No	Yes
The Right to Acquire (see below)	No	Yes

The table above compares the rights Secure Tenants have now with the Council with those that you would have with Hyde Southbank Homes if the transfer goes ahead. Introductory Tenants have fewer rights than Secure Tenants. The table shows which rights Introductory Tenants do not have with the Council during the 12 month probation period. These are marked with an asterisk * in the second column.

B

The Council's housing transfer proposal

B

The Council's housing transfer proposal

What is the proposal?

The London Borough of Lambeth is consulting you about the possible transfer of the ownership and management of all the Council's housing on the Kennington Park and The Bridge Estates ("the Estates") to Hyde Southbank Homes Limited because the tenants have specifically suggested it and campaigned for it over several years.

If the housing transfer goes ahead, Hyde Southbank Homes would be your new landlord. Hyde Southbank Homes is a charitable not-for-profit housing association and part of the Hyde Group. It has extensive experience of stock transfers and large-scale regeneration schemes.

We believe that the transfer has a number of advantages, but it will be for you to make that decision in a ballot of all of the Council's Secure and Introductory tenants on the Estates.

The ballot is planned for May 2004. If you have any questions about any aspect of the proposal for transfer, please phone the Council's Freephone Helpline on 0800 013 0332.

Why is the Council asking you to consider this?

The Council is proposing to transfer the Kennington Park and Bridge Estates to a charitable not-for-profit housing association called Hyde Southbank Homes.

More than 140 Councils have transferred over 780,000 council homes in this way, all with the intention of improving housing and services. Government restrictions on Council finances mean it has become increasingly difficult to provide a high level of service and undertake all the major repairs and improvements needed to your homes.

Hyde Southbank Homes has been managing the Estates on behalf of Hyde Housing Association, which has had a contract with the Council for the past seven years. This has meant that it has had to use the Council's existing

contractors, policies and procedures as well as being constrained by the Council's budgets. On occasions, services delivered locally on the Estates have not been as responsive or as effective as the Council or Hyde Southbank Homes would like or as residents would expect.

The Council also realises that your homes are in need of modernisation and improvement and an independent sample survey was carried out on the condition of your homes. This showed what needs doing now and in the future and how much the works are likely to cost.

However, the Government currently limits what the Council can borrow and what we can spend from rents. New rules on Prudential Borrowing are being introduced by the Government in April 2004 but we are still unlikely to have enough money in the future to fund all the modernisation and major repair works needed.

Under the new Prudential Borrowing arrangements, the amount of borrowing undertaken will be for councils to decide in the light of the revenue resources available to meet the costs of borrowing. This will be informed by a 'Prudential Code' which, although not providing councils with any additional resources, will give them greater freedom over decisions about the use of resources.

The impact of the change will vary and each council will need to assess the extent to which this will allow them to carry out additional borrowing and increase investment to improve their housing stock. It is unlikely that this change will enable councils to obtain the same level of resources for investment in the housing stock that could be obtained by a housing association.

What are the key benefits of transfer?

After considering its own resources and tenants' views, the Council believes that the main benefits for tenants of the transfer proposal will be:

- **A programme of repairs and improvements of approximately £19million in the first three years after transfer (see Section C for more details)**
- **Long term rent stability (see Section D for more details)**
- **Direct involvement of tenants in the management of your homes through resident representatives elected by all residents to sit on the Resident Estate Board (see Sections F and H for more details)**
- **Retaining a local housing office with local housing staff (see section E for more details)**
- **Protection of your key rights (see Section G of this document for more details)**

Why can't the Council spend what is needed?

	Lambeth	hyde southbank homes
Borrowing	The Council can only borrow/spend in accordance with Government rules	Free to borrow
Income from Right to Buy Sales	There are restrictions on spending this money	Can spend 100% of this income

How the stock is valued

The value of the stock is worked out using a Government formula which takes into account:

- The fact that the housing must be kept available for rent at affordable levels with tenants keeping their security of tenure
- The likely rents payable by tenants over a 30-year period
- The costs of managing and improving the homes over that period, and
- The cost of carrying out the promises set out in this document

This is very different from the value of homes sold on the open market with vacant possession, or to tenants under the right to buy.

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

If the transfer goes ahead, the Council would no longer be your landlord. However, the Council would:

- Monitor the performance of Hyde Southbank Homes to ensure it carries out the promises set out in this document. These promises would be the subject of a legally binding contract between the Council and Hyde Southbank Homes
- Make sure that Hyde Southbank Homes continues to play its part in letting homes

- Continue to have an interest in social housing by filling places on Hyde Southbank Homes' Board of Management
- Continue to have a strategic and enabling overview of housing across the Borough
- Continue to process housing benefit applications
- Continue to provide other non-housing services, such as rubbish collection, environmental health, planning, recreation and so on

What is your role?

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

The Council will consider any comments you make on this proposal. There is a form within this pack to help you make comments. Please send your comments back to Lambeth Council by [???].

The Government will only agree to the transfer if they are satisfied that it has tenant support. This means that the transfer would not go ahead unless a majority of tenants who vote in a ballot vote in favour of the proposal.
The Residents' Associations of both Estates have discussed this document with the Independent Tenant Advisors, F.I.R.S.T. Call.

Where can you go for more information?

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

- Call the Council's Freephone Helpline on 0800 013 0332
- Call the Independent Tenant Advisers, FIRST Call, on their Freephone 0500 295 999
- There is also a range of other material that you might want to look at. Details are in Appendix 3 of this document

What would happen if the transfer does not go ahead?

If the transfer does not go ahead you will remain a tenant of the Council. We would deliver as good a service as we can, but we are unlikely to have the money to carry out the programme of repairs and improvements promised by Hyde Southbank Homes.

The Council is required by the Government to bring all homes up to a standard of repair and modernisation by 2010. This is called the Decent Homes Standard. The Council anticipates it may have the money available to comply with this but this is not guaranteed. In any event the Council cannot meet tenants' expectations in terms of providing warm, energy efficient homes with modern amenities.

Management arrangements

The Council has been consulting with residents across Lambeth about changing the way we provide housing services and repairs with the aim of providing better value for money and better access to services. Overall there will be more opportunities over longer hours to access the housing service. If you require any more information about this please contact:

The Reframing Project, 17 Porden Road, Brixton, London SW2 5RW,
Tel: 020 7926 3728, Email reframing@lambeth.gov.uk

C

Improving your home

C

Improving your home

Improving your home and providing new homes

What are Hyde Southbank Homes' investment plans?

Hyde Southbank Homes will carry out a major programme of refurbishment and improvement works to the 849 homes on the Kennington Park and The Bridge Estates. Approximately £19million will be spent on the refurbishment and improvement works over the three years after transfer. Hyde Southbank Homes would also carry out a planned maintenance programme for the following 27 years that is linked to a Business Plan to make sure that the properties are maintained to a high standard.

Hyde Southbank Homes would be able to fund the investment plans through the collection of your rents and by borrowing money from lenders such as banks and building societies. This loan would usually be taken out for a period of around 30 years.

Hyde Southbank Homes has carried out extensive consultation with residents through open meetings, surveys, fun days, block meetings, newsletters and design meetings. A detailed design proposal has been developed following these extensive consultations with the residents.

Alongside the Council's stock condition survey that has already been carried out, Hyde Southbank Homes has carried out an internal survey of 10% of the properties on the Estates. The works proposed combine residents wishes and the result of Hyde Southbank Homes' survey.

The following properties are included in the transfer proposals and will be subject to the investment and improvement programmes should the transfer proceed:

Kennington Park Estate	The Bridge Estate
Abel House 1 –16	Benville House 1 – 42
Alverstone House 1 –125	Denland House 1-21
Blades House 1 – 20	Dorset Road 109-115
Blythe House 1 – 56	Elworth House 1-25
Brockwell House 1 – 33	
Grace House 1 – 50	
Hornby House 1 – 80	
Key House 1 – 73	
Lockwood House 1 – 121	
Lohmann House 1 – 86	
Read House 1 – 40	
Sherwin House 1 – 49	

Proposed works in first three years after transfer:
Please note that the promises detailed below are subject to the Council's secure and introductory tenants voting in favour of the transfer proposals and then any necessary planning approval or other consents being received. Specific works and initiatives would also be subject to continued consultation with residents.

Approximately £19 million investment to make a major improvement to homes on the Estates both inside and outside

- This work will be undertaken within the first three years after transfer
- Over the following thirty years, a fully funded programme of regular repairs and maintenance will make sure the Estates do not fall into disrepair again

The work to be undertaken in the first three years will include:

- New double glazed windows for homes which do not already have double glazing installed
- A thorough maintenance check of all double glazed units which already exist
- Installation of modern kitchens and bathrooms where necessary, consisting of:
  - A full suite of kitchen units, sink unit, work surface, tiling, floor covering and associated electrical rewiring, plus a new coat of paint
  - A choice of kitchen units, work surfaces, tiles and paint colour
  - Checks on the water supply and drainage and any works carried out where required

- In bathrooms – a new hand basin, new bath, new tiling and new flooring, then a new coat of paint

- Central heating will be installed in homes which do not currently have central heating
- Existing systems will be modernised with the installation of more up to date central heating boilers
- In consultation with the residents a plan will be agreed for each home to enhance the design of the kitchen by rerouting and reducing pipe work and water tanks where possible
- Installation of smoke detectors

To improve safety and security and to reduce the opportunity for anti-social behaviour:

- All entrances to blocks will be made secure either by way of door entry systems or lockable doors to prevent access to anyone other than tenants and authorised visitors
- On big blocks on Kennington Park, residents will work with the architects and housing managers to consider whether it is possible to divide the block into sections to improve security. This could ensure that access through a particular entrance will be to a small section of the block, so that all entrance doors will no longer allow access to the whole block
- Based on the experience of installing closed circuit television elsewhere and on detailed consultation with residents, there will be discussions about the potential for an effective CCTV scheme to add to the security measures and help to reduce crime and nuisance. Hyde Southbank Homes would need to apply for additional funding to implement any such scheme

Refuse arrangements:

- Improvements to refuse facilities on The Bridge Estate
- The Kennington Park refuse chutes were designed for life in the 1940s and primarily for ash from the fireplace
- Chutes will be replaced by large bin stores not attached to buildings. This would eliminate the problem of blocked chutes and the health and hygiene problem of refuse stored next to front doors and windows. It would also mean that refuse vehicles will not be required to approach close to properties to collect refuse as at present

Communal areas:

- Communal areas would be refurbished, improving their appearance and making stairs and walkways bright, fresh and easier to clean
- Residents and architects would make sure that new designs and crime reduction measures are integrated so that they enhance safety and security and contribute to crime reduction

- External lighting will be redesigned and improved to eliminate dark spaces and to make sure that lights can be repaired quickly
- External brickwork on Kennington Park would be cleaned where this has not been done as part of recent environmental improvement works, subject to technical assessment
- Provision of new entrance lobby to Benville House
- Provision of a room at The Bridge Estate for the use of the community (subject to planning)

External environment and landscaping at Kennington Park:

- The external environment on the Estates will be redesigned to make it more attractive to residents
- Green spaces will be preserved and improved
- There will be no reduction in green spaces and no new building developments on land belonging to the Estates without first consulting residents and obtaining the approval of the Resident Estate Board. Landscaping will be redesigned and improved to ensure the environment is welcoming to residents and can be maintained to a high standard with the resources available
- New well-designed play areas for small children would be introduced, with new stimulating play equipment
- Facilities for older children would be introduced to provide dedicated areas for this age group and to divert them from taking over play areas for younger children
- Car parking areas would be redesigned to ensure that they represent an efficient use of space without dominating the environment
- Where there are ground floor flats that currently open directly onto communal space, the front boundary will be enhanced to provide residents with extra security and their own private space
- Grassed areas surrounding blocks will be redesigned and replanted to provide extra security and privacy

External environment and landscaping at The Bridge Estate:

- The external environment on the Estates will be redesigned to make it more attractive to residents
- Green spaces will be preserved and improved
- Improvements to drainage
- Improvements to landscaping
- Re-design of open spaces to improve security and privacy

- Re-designed play area
- Improved Estate lighting

Community facilities

- The existing community buildings will be refurbished to provide facilities for all residents. Buildings will be maintained in good repair and in good decorative order
- The building contractors would be required to run a programme of local employment offering training and jobs to local people during the regeneration programme
- After the completion of the improvements to the interior and exteriors, there will be a planned programme of repair work to keep everything up to a good standard. Tenants will be in a position to participate in the appointment of repairs contractors who would work in partnership with tenants and housing staff to do the repairs effectively and efficiently

Works to the Benville sheltered housing scheme

As well as the major investment outlined above, Hyde Southbank Homes would pay attention to the investment needs of homes and community rooms in the sheltered housing scheme at Benville House. Hyde Southbank Homes would also repair and upgrade lifts where necessary, as well as continuing to provide an emergency alarm service.

Works would include:

- New or upgraded door entry system for additional security as appropriate
- A programme of security and insulation work
- A programme of modernisation of the sheltered housing scheme
- A programme of improvements to communal rooms and facilities

Planned maintenance

Hyde Southbank Homes would implement a programme of planned and cyclical maintenance. This would include, for example, making sure kitchens and central heating systems are replaced at the end of their useful life.
It is anticipated that in total more than £30million will be spent by Hyde Southbank Homes on modernising and maintaining the homes over 30 years – considerably more than the Council believes it could spend. The Council anticipates it would only be able to spend £17million in the same 30-year period and this is not guaranteed.

How will the works programme be managed?

The works programme will be managed locally by a regeneration team. The team will include Resident Liaison Officers whose main responsibility is to minimise disruption to you while the works are carried out.

Hyde Southbank Homes has substantial experience of carrying out these kinds of works with residents in occupation.Residents have been involved in selecting a preferred contractor. The appointment of that contractor will be subject to a satisfactory agreement on price and further consultation with residents. Hyde Southbank Homes will ensure the contractor and its sub-contractors will minimise disruption and provide:

- High quality works
- Minimal defects
- Value for money
- Sensitivity to the diverse needs of residents
- A secure and safe working environment

Hyde Southbank Homes would work with residents, partners and other agencies to carry out these improvements and would report progress against action plans to the Resident Estate Board.

Would tenants be consulted about the works?

Each tenant would be fully consulted about the proposed modernisation and improvement programmes to their home before work is carried out. You will have choices regarding the colour, layout and design of work to your home. Prior to work commencing each block will have meetings to plan the design of communal works.

Prior to work to your home, you will be visited by the Contractor and a Hyde Southbank Homes officer to agree the works required to your home.

Do you have to have the work done?

Unless there are health and safety issues such as gas servicing, works would only be carried out to the interior of your home if you wish them to be done. For example, you would not be expected to have your kitchen replaced if you had done it recently yourself.

Will I pay extra?

No. There would be no extra charge for any of these improvements over and above the annual rent increases explained in Section D.

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

Hyde Southbank Homes does not anticipate that tenants would have to move out while these works are carried out. However, if there are special circumstances (such as tenants with health problems) Hyde Southbank Homes would provide additional support during the works period and would take account of special requests prior to instructing the contractors.

Would you have the right to do your own improvements?

Yes. You would still be able to improve your home, with the permission of Hyde Southbank Homes and any planning or other consents you may need. If you do improve your home within the terms of your tenancy agreement, this would not affect the level of rent you pay and you may be entitled to compensation if you end your tenancy.

Assured tenants have no statutory right to make improvements, but in its tenancy agreement Hyde Southbank Homes grants rights to improve your home, subject to obtaining the landlord's consent. These are similar to the rights you enjoy under your current tenancy agreement.

Would Hyde Southbank Homes maintain your homes properly in the future?

One purpose of proposing transfer is to make sure that homes are properly maintained to a good standard and that there is enough money to continue maintaining homes in the future. Hyde Southbank Homes would have the money needed to make sure that items in your homes, such as central heating boilers for instance, were replaced when they reached the end of their useful life.

What would happen about day-to-day repairs?

Hyde Southbank Homes would be responsible for providing the day-to-day responsive repairs service. Its aim is to improve upon the existing service. For more information on how it intends to achieve this, please see Section E.

D

The rent and other charges you would pay

D

The rent and other charges you would pay

What would happen to rents?

At the time of transfer, each tenant would pay the same rent to Hyde Southbank Homes as they were paying to the Council. As with the Council, the first rent increase would be due in April 2005.

The Government has introduced a new system for rents. This aims to ensure that by 2012 housing associations (like Hyde Southbank Homes) and local councils charge similar rents for similar properties in similar locations.

This means that whether your landlord is Hyde Southbank Homes or Lambeth Council, by 2012 you would pay a similar rent for a similar property whether the transfer takes place or not. However, with Hyde Southbank Homes you would also benefit from the major repair and improvement programme, which you are unlikely to get with the Council.

The Government has developed a formula for working out the rent levels (called a target rent) for each type of property. This takes into account location, value, number of bedrooms and the level of average skilled manual workers earnings in the borough compared to national earnings. The formula would be used by Hyde Southbank Homes to calculate target rents. Then, over the next eight years, rents for all properties would move from their current weekly rent to this target rent.

Remember this applies nationally to all Council and housing association properties.

After transfer, Hyde Southbank Homes would comply with the Government's rent policy. This means that rents will increase by inflation plus 0.5% (half of one per cent) each year throughout the eight-year period, with an appropriate annual adjustment (up to £2.00 on the weekly rent) until the target rent is reached. After that, current Government policy states that rents should rise only by the rate of inflation plus 0.5% (half of one per cent) a year.

What does this mean in real money?

For example, if inflation is 2.5%, then the increased rent that you could expect to pay (at current prices) for a home with a weekly rent of £50.00 would be £51.50. That increase would be increased by up to £2.00 per week if you are not at the target rent for your home. This is in line with the amount the Council would charge.

In line with current Government guidelines, Hyde Southbank Homes' financial plans are based on limiting annual rent increases (after the target rent is reached) to inflation plus 0.5% a year until 2034. The 30-year business plan also allows for the improvements to tenants' homes and an improved housing service to tenants as explained in this document.

In addition, Hyde Southbank Homes is committed to keeping rents affordable and the Housing Corporation would ensure that they do this.

There are three important points to remember:

- Whether or not tenants vote for transfer, rents will change in line with the Government's policy. This policy means that by the end of the 8-year period, you will be paying a similar rent for your home whether it is owned by the Council or by Hyde Southbank Homes. Under the policy, weekly rents would increase each year by a maximum of inflation plus 0.5% with Hyde Southbank Homes or 1% with the Council, plus an increase of no more than £2.00 until target rents are reached. After target rents are reached, the policy limits rent increases each year to inflation plus 0.5%.
- The Government's new rent policy almost completely removes the current difference in rents between modernised and un-modernised homes. This will result in rents for un-modernised homes increasing over a number of years to be close to those for modernised homes, whether or not improvements have been carried out. It is therefore in tenants' interest for unimproved homes to be improved as quickly as possible as improvements have a limited impact on rents.
- Hyde Southbank Homes plans to invest approximately £19million over the first three years after transfer. Even though the Council's rents would be similar, it is likely that it would only be able to invest about £2.8 million up to 2011. This is because Councils operate within different financial rules.

What would happen to service charges?

At present, where additional services are provided to tenants, these are added onto the amount you pay as rent. These currently only apply to a very small number of tenants with communal heating.

In accordance with new Government guidelines, in future Hyde Southbank Homes will have to separately identify the amount that is charged for services from the amount charged as rent. You will be able to see what you are actually paying for and to make sure that you only pay for services you benefit from.

Service charges will not increase by more than RPI+0.5% for the first three years after transfer. The service charges can however reduce should actual costs incurred prove to be lower than budgeted costs. Following the three-year guarantee period, service charge costs will increase or decrease to reflect the actual costs incurred and would follow Housing Corporation and Government guidelines.

Both the Council and Hyde Southbank Homes would only be able to charge tenants the actual cost of providing services. They are not allowed to make a profit. All residents would be legally protected against the imposition of unfair service charges.

What happens to works planned for a tenant's home if they serve a Right to Buy notice?

Hyde Southbank Homes would treat any tenant who is pursuing the Right to Buy, the Preserved Right to Buy or Contractual Right to Buy as if they are a leaseholder and will not complete any major works inside their homes. Hyde Southbank Homes would continue to carry out day to day repairs where the tenant is completing the purchase of their home and it would not affect the proposed external and communal works to the block.

If the tenant withdraws notice to exercise their Right to Buy, Preserved Right to Buy or Contractual Right to Buy before the works start on their block, Hyde Southbank Homes would complete the works to the inside of their property.

Would there be a home contents insurance scheme?

Hyde Southbank Homes makes a preferential home contents insurance scheme available to its residents via an independent insurance broker. Residents could elect to arrange cover from the date of transfer so that there is no break in their insurance cover.

What rents would new tenants pay?

New tenants are people who are not currently living on the Estates as secure or introductory tenants of the Council, and who then move into a home on the Estates for the first time after the transfer. Hyde Southbank Homes would charge all new tenants the target rent for their home from the start of their tenancy, plus any service charge that was applicable.

What methods could you use to pay your rent?

The main method of payment is swipe card payment at payment points, principally the local Post Office. You would still be able to pay your rent by:

- Cheque
- Standing Order
- Cash Payments at the local Post Office

In addition, Hyde Southbank Homes is currently piloting Direct Debit payments and will also try to introduce new ways of paying as and when they become available

.

What about housing benefit?

The transfer would not affect your entitlement to claim Housing Benefit. In addition, service charges (apart from charges for heating and lighting, which are excluded now) would also be covered by Housing Benefit or by the Government's new Supporting People benefit (see below). Applications would still be made to the Council and the Council would make payments to those who qualify. Advice would be available from both the Council and Hyde Southbank Homes.

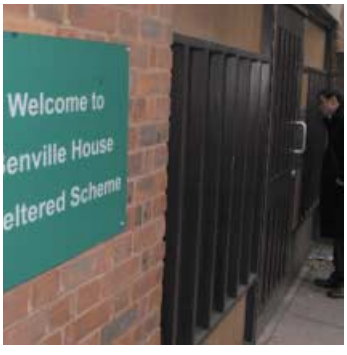
What about rent arrears?

Your rent pays for the housing service and the ongoing investment in your home. Hyde Southbank Homes believes it is not fair to those tenants who do pay their rent on time to allow a minority not to do so. However, it also realises that some tenants sometimes have financial difficulties through no fault of their own.

Hyde Southbank Homes would contact any tenant who falls behind with their rent. They would work with the tenant to find a way for arrears to be cleared over an agreed period. As a responsible social landlord, Hyde Southbank Homes would (like the Council), adopt a 'firm, but fair' policy towards rent arrears.

As a last step, Hyde Southbank Homes, like the Council, could take court action to end a tenancy. Normally, this would only be done when a tenant has ignored an agreement to pay off arrears without any good reason. **The transfer would not remove a tenant's responsibility to clear any rent arrears they may have.**

How would the Government's 'Supporting People' initiative affect tenants?



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

- Maintaining the security of your home
- Maintaining the safety of your home
- Maintaining your home in an appropriate condition
- Contact with others to ensure your welfare
- Other support services (excluding personal care)

The Government recently brought in new rules requiring all social landlords (housing associations and councils) to identify the costs of providing these support services.

In April 2003, following the introduction of the Supporting People Programme, the Government changed the way that support services are funded. Funding used to come from Transitional Housing Benefit (for those people entitled to claim), Supported Housing Management Grant and other sources. Now, funds come from the Supporting People Grant administered by

the Council. As with Housing Benefit there is a means test, which works out how much, if anything, you would have to pay towards the cost of the services you receive.

If you receive support services, the introduction of the Supporting People Programme should not have had any material effect on the support services you receive. The Government requires that, whether or not the transfer goes ahead, all of the support services currently being provided are reviewed within three years of April 2003. Until then any support services provided to you cannot be changed. Whether or not the transfer goes ahead, the support services you receive would still need to be reviewed.

E

Improving your services

E

Improving your services

Maintaining and improving your services

How would Hyde Southbank Homes service and maintain your homes?

Hyde Southbank Homes would be committed to maintaining and improving the existing housing management services.

Local housing office

It would do this through a local housing team based in the Oval Neighbourhood housing office on the Kennington Park Estate. A full local housing service will be provided including the following staff teams:

- The housing team responsible for all tenancy and leasehold matters
- The customer services team responsible for running the office and providing frontline services to residents
- A regeneration team responsible for managing the refurbishment of your homes
- An Estate services team including the Local Estate Maintenance Service responsible for maintaining the Estates and communal areas
- A community regeneration team responsible for initiatives such as local employment and the development of community and play facilities

The role of the Resident Estate Board in improving services

At present Hyde Southbank manages your homes, but it has had no control over the appointment or selection of contractors that provide services.

If the transfer goes ahead residents on the Resident Estate Board would help select all contractors providing services to the Kennington Park and The Bridge Estates when the existing contracts come to an end.

These will include:

- The Cleaning service
- Grounds Maintenance
- Repairs Service
- Parking Contractor

The resident estate board will monitor the performance of the selected contractors and will have the authority to recommend the termination of contracts if the service provided is unsatisfactory.

Service standards

In partnership with you, Hyde Southbank Homes would regularly review the way in which it delivers services to make sure that services continue to be:

- Tenant focused
- Caring and responsive
- Focused on the needs of local communities
- Effective and efficient, and
- Good value for money

How would Hyde Southbank Homes improve the day-to-day repairs service?

Hyde Southbank Homes would improve the day-to-day repairs service through:

- The initial large-scale investment in your home, which will reduce the number of day to day repairs required. Hyde Southbank Homes would develop a planned reactive maintenance programme in consultation with you to make sure your home is maintained to a high standard once it has been improved
- Appointing a new contractor with tough contractual obligations and performance standards
- The introduction of a Local Estate Maintenance Service based on your Estate to carry out minor repairs

The planned maintenance programme would continue for works such as servicing gas appliances and external painting, and repairs needed before painting is done.

How would I report a repair?

- You would be able to report a repair to Hyde Southbank Homes in the same way as you can report a repair now. You could do this by telephoning, visiting, writing to or emailing the local housing office.

How quickly would repairs be done?
Hyde Southbank Homes would aim to complete repairs within the following times:

Emergency Repairs	Attend within 2 hours and complete within 24 hours	For example, gas leaks, dangerous electrical faults, loss of water supply, burst pipes, total loss of heating
Urgent Repairs	5 working days	For example, leaking roof and completion of temporary repairs to faulty space and water heating appliances
Routine Repairs	20 working days	For example, major internal plaster repairs, renewal or unblocking of rainwater pipes or gutters

Hyde Southbank Homes would monitor its performance on the range of services it provides in partnership with the Resident Estate Board. It would compare its performance with its own pre-set targets, as well as with the Regulatory Code of the Housing Corporation, and would seek to raise these standards each year. Tenants would also receive information every year on how well Hyde Southbank Homes is doing in meeting these standards.

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

Dealing with people you know
You would continue to deal with people you know. Many of the existing staff at the Oval Neighbourhood Housing Office will continue to be employed by Hyde to provide a local housing service.

Hyde Southbank Homes is committed to strengthening the existing arrangements for staff. As part of this commitment:

- All front line staff would work from offices in the neighbourhood
- There would be a full programme of staff training
- There would be additional staff working on the works programme to your homes

- Additional staff would be provided to support non-housing activities or community regeneration initiatives
- The office would be run by a senior member of staff who would report to the Operations Director of Hyde Southbank Homes

Environmental improvements – looking after communal areas
Hyde Southbank Homes would maintain any communal land that belonged to it. Both the Council and Hyde Southbank Homes understand that this is important for tenants. In consultation with residents, Hyde Southbank Homes would be committed to reviewing the arrangements, frequency and performance with the aim of improving customer service satisfaction.

Tenants of flats and sheltered housing schemes would be consulted about the grass cutting and grounds maintenance service. Hyde Southbank Homes would then take into account the suggestions from tenants and options for improving these services.

Garages and garage areas on the Bridge Estate are also a cause for concern among tenants and Hyde Southbank Homes would review these garage areas and would plan to redevelop or refurbish each site as necessary.
The Benville House sheltered housing scheme would also benefit from environmental improvements and tenants of Benville House would benefit from the range of home improvements that would be offered (for more details see Section C).

Hyde Southbank Homes is aware of residents' concerns about developing on green areas. Hyde Southbank Homes has no current plans to develop on the green spaces. It would only do so in the future after consultation with residents and if it had the support of the Resident Estate Board and the wider community as well as any necessary planning permission.

Would Hyde Southbank Homes do any community work?

In 1996, The Hyde Group established Hyde Plus – its dedicated social, community and economic regeneration arm. Hyde Plus is experienced in working with residents and communities to develop non-housing activities and in securing funding to support community projects.

Through Hyde Plus, Hyde Southbank Homes would work closely with residents and public bodies like Lambeth Social Services and Education, the Police, the Health Authority, GPs and voluntary agencies to help local communities tackle problems and improve quality of life. Hyde Southbank

Homes would also work in partnership with others, including the Employment Service, to support neighbourhood renewal initiatives.

Hyde Southbank Homes has carried out extensive consultation with the residents through open meetings, surveys, resident events, block meetings, newsletters and community regeneration sub-group meetings. If the transfer goes ahead, Hyde Southbank Homes would explore and develop initiatives with the Resident Estate Board in the following areas:

Crime and Community Safety

- Work in partnership with Lambeth Council officers to improve the local environment in terms of crime and community safety
- Close working with the Police and British Transport Police to reduce crime and the fear of crime
- Work with the Police to look at how to develop a more effective police presence and improved police response
- Introduce measures to reduce car crime and joy riding
- Build on the partnership with Age Concern Lambeth to improve safety and security for elderly residents

Drugs

- Develop projects with local agencies to encourage and enable young people to participate in constructive activities and develop new skills
- Support the development and delivery of an effective youth programme in the area

Education

- Work with local schools to improve out-of-hours opening so that they can be used as community facilities and can offer breakfast and homework clubs and after-school activities
- Encourage parental involvement in children's educational progress and help residents to support anti-truancy initiatives
- Support 'Lifelong Learning' initiatives that enable adults to develop their skills and get involved in mentor/volunteering schemes and adult classes in schools or local community centres
- Develop schemes for older people to support children to learn in class

Health

- Work with local health providers such as the Primary Care Trust to improve health education and access to health facilities
- Work with the Kennington Park Community Centre and the Benville House sheltered block to create venues for local services such as health screening, older people's clubs and youth health education classes

Employment and Employability

- Carry out a skills survey across the community
- Create an employment initiative to provide jobs for local people through the major works programme on the Kennington Park and The Bridge Estates
- Work with local agencies and businesses to encourage local employment
- Support the recognition of overseas qualifications
- Establish local support services for people wishing to start up businesses
- Support local people with disabilities to find and maintain employment

Community Facilities

- Encourage better and more regular use of local facilities such as the Kennington Park Community Centre
- Work with local partners to improve facilities at the Kennington Park Community Centre

What would happen to the sheltered housing service?

Hyde Southbank Homes would:

- Continue to provide sheltered housing for older people. It would aim to provide these services to the same standard as the Council and would aim to improve them where possible to continue to meet the needs of older people over time
- Work to ensure that older people could stay in their home in sheltered housing and obtain the support they need, rather than move if they become infirm.
- Continue to provide any existing amenities, such as laundry and common rooms, cleaning of communal areas, window cleaning and maintenance of the grounds in sheltered schemes, subject to a service charge (see Section D for more details of service charges)

What would happen to the emergency alarm service?

Hyde Southbank Homes would continue to ensure access to an emergency alarm service, providing peace of mind 24 hours a day throughout the year to many older residents and people with disabilities.

Would Hyde Southbank Homes carry out adaptations to homes to help people with disabilities?

Yes. Hyde Southbank Homes would work closely with Lambeth Council Social Services to make sure that adaptations needed to allow tenants to enjoy full use of their homes are assessed and carried out. Hyde Southbank Homes would set aside money for adaptations in line with the Council's current policy, which has applied for a number of years under a partnership with Social Services.

How would Hyde Southbank Homes deal with anti-social behaviour?

Hyde Southbank Homes remains committed to tackling anti-social behaviour, nuisance and harassment.

Harassment of any form is unacceptable as it is not only anti-social behaviour but is also aimed at people for personal reasons. Harassment can be based on gender, race, colour, religion, age, sexual orientation or physical or mental disability. Hyde Southbank Homes would thoroughly investigate all reports of harassment. Hyde Southbank Homes' policy would enable it to use the full range of responses available, including, where appropriate, mediation, injunctions, professional witnesses, acceptable behaviour contracts, anti-social behaviour orders (in consultation with the Council and Police) and eviction.

Extra services for all tenants

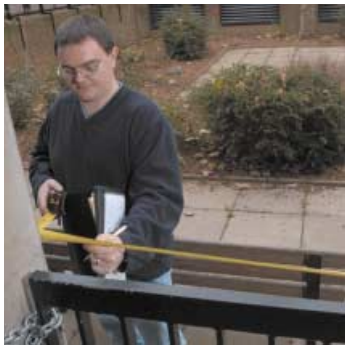
Hyde Southbank Homes is committed to improving services and would consult tenants about how to do this. Examples of how this could be achieved are listed below.

A Handyperson Service

Hyde Southbank Homes would improve the caretaking service by introducing a Local Estate Maintenance Service to the Estates. The Local Estate Maintenance Service would have an inspection role on the Estates, checking health and safety and work carried out by contractors. They would be trained to carry out minor repairs such as lock changes and unblocking drains. Hyde Southbank Homes would investigate the feasibility of making this service available to leaseholders at a reasonable charge. Hyde Southbank Homes will

also explore the feasibility of creating a pay-as-you-go odd job service for residents for small tasks around the home that do not come under the landlord's responsibility.

In a recent survey, many tenants said they would like help with small jobs around the house. In response to this request Hyde Southbank Homes would investigate with the Resident Estate Board the feasibility of offering an 'on request' Handyperson service.



Such a service could have two roles:

- **Speeding up repairs that would be the responsibility of Hyde Southbank Homes**

  The handyperson service would be able to do small routine or urgent repairs such as changing tap washers, adjusting or re-hanging doors, replacing locks and hinges, replacing toilet seats or ball-valves, unblocking a sink or bath and minor joinery repairs inside and out

- **Pay-as-you-go odd job service for tasks that are your responsibility**

  The handyperson service would be able to do small tasks around the house, such as putting up shelves or curtain rails, assembling flat-pack furniture, fitting door chains, plumbing in washing machines and putting up washing lines. These are jobs which tenants are responsible for, and so there would be a small charge for this service

Hyde Southbank Homes would work with tenants to clarify the sorts of jobs that they would want a handyperson service to offer if it proved to be financially viable. These jobs would be listed in a leaflet so that everyone knew what was available.

Tenant Reward Scheme

Following a feasibility study produced this year, Hyde Southbank Homes recognises the value of introducing a Tenant Reward Scheme to recognise those tenants and leaseholders who pay their charges on time, look after their homes and are good neighbours. Other landlords in the UK have introduced schemes which offer these residents benefits such as an enhanced response repairs service, retail vouchers, access to a handyperson service or community training. Hyde Southbank Homes plans to work with interested residents to create a meaningful reward scheme for its tenants and leaseholders.

How would homes be let to new tenants?

Hyde Southbank Homes would allocate homes in a similar way to the Council. Homes would only be let to people in housing need. There would also be an agreement to allow the Council to nominate people in housing need where Hyde Southbank Homes has properties available for letting.

The Council would nominate new tenants to live in the homes as they do at present.

As with the Council, Hyde Southbank Homes would operate a tenants' transfer policy so that tenants who need to move to bigger or smaller properties or to another type of property can be considered for a move.

Would you still be able to transfer to a Lambeth Council Property?

You would retain the right to move to Lambeth Council property through the housing transfer list.

How could you comment on or complain about the services you receive?

Hyde Southbank Homes has a Feedback and Complaints policy and procedure developed using the Housing Corporation and the Independent Housing Ombudsman's good practice guide published in 2002.

The aim of the policy is to make Hyde Southbank Homes' complaints system accessible to residents, to encourage the early resolution of complaints and to improve how information about complaints and complainants is managed so that services can be improved. The Housing Corporation Regulatory Code requires housing associations to maintain the good reputation of the sector, develop positive relationships with stakeholders and conduct business openly – all of which are relevant in terms of managing and handling complaints.

The policy would include a step-by-step procedure for those wishing to complain. If your complaint is not dealt with to your satisfaction there is a procedure for the Resident Estate Board and then the Board of Hyde Southbank Homes to review your complaint. Finally, you could also take your complaint to the Independent Housing Ombudsman (see Section H for more details).

Your local councillors would also continue to represent you.

F

Involving you in the running of your services

F

Involving you in the running of the services

Hyde Southbank Homes and resident involvement

Hyde Southbank Homes sees tenant involvement as an important aspect of delivering high quality services. Its policy is to take decisions at a local level, involving local people wherever possible. Hyde Southbank Homes has a Customer Involvement Policy and Strategy, which follows national good practice guidelines on tenant participation.

Residents will be elected to a Resident Estate Board for Kennington Park and The Bridge, and this Board will have a key strategic role in overseeing the improvement works and the delivery of housing and maintenance services. It would also have responsibility for shaping the Customer Involvement Policy and Strategy so that it meets the requirements of local people.

Residents' associations form the backbone of any participation structure and Hyde Southbank Homes and the Resident Estate Board will support the existing tenant and resident associations on Kennington Park and The Bridge, along with promoting an imaginative and inclusive approach to resident involvement. Hyde Southbank Homes will commit to funding resident participation by paying administration grants to the residents associations, providing or financing training for residents and employing dedicated staff to support community activities. Hyde Southbank Homes and the Resident Estate Board will work to ensure that there are opportunities for all members of the diverse local community to get involved and express their views.

How could tenants get involved in Hyde Southbank Homes?

Tenants would be able to get involved at a level that suits them best. This would include:

- Getting regular information
- Attending meetings of the Kennington Park and The Bridge Tenants' and Residents' Associations

- Stand for election as a Member of the Resident Estate Board
- Completing customer satisfaction surveys
- Being elected to be a Board Member of Hyde Southbank Homes

See below for more details.

Regular information
Hyde Southbank Homes understands that tenants need information about what's going on and about the performance of the housing service. Hyde Southbank Homes would give information to all residents on a regular basis. This would include a residents' newsletter, as well as a regular report giving performance statistics at least once a year. Hyde Southbank Homes would also publish details of its annual accounts.

Kennington Park and The Bridge Tenants' and Residents' Associations
Hyde Southbank Homes would actively support the Kennington Park and The Bridge Tenants' and Residents' Associations and has included a budget in its business plan to do this. The level of financial support will be the same as it currently is with the Council. The two Tenants' and Residents' Associations represent the community on their respective Estates and would be involved in local decision-making through consultation with Hyde Southbank Homes.

How could tenants be involved in monitoring the quality of service?

Hyde Southbank Homes would carry out a range of customer satisfaction surveys on a regular basis to make sure that services meet your needs. It would act on the results of these surveys to improve and develop services. Hyde Southbank Homes would encourage the Tenants' and Residents' Associations to monitor the performance of the housing service and Hyde Southbank Homes will produce information in the form of newsletters and annual reports for circulation and discussion.

Staffing support

Hyde Southbank Homes would employ staff to support tenants and encourage tenant participation.

The number of staff required to support tenant participation will be the subject of consultation with the Resident Estate Board.

G

Your rights

G

Your rights

How would tenants' rights be affected if the transfer goes ahead?

Most Council tenants are Secure Tenants or (if you have been given a tenancy for the first time within the last year) Introductory Tenants. With Hyde Southbank Homes you would become an Assured Tenant.

The main difference is that as a Secure or Introductory Council Tenant the rights you now enjoy are set down in law by Acts of Parliament. As an Assured Tenant with Hyde Southbank Homes, your rights would partly be covered by Acts of Parliament and partly by a legally binding contract (your tenancy agreement) between you and Hyde Southbank Homes.

Because the rights of an Assured Tenant can be less than for a Council Secure tenant, Hyde Southbank Homes has agreed to extend your rights to match your existing tenancy rights. This extension is in the contract between you and Hyde Southbank Homes – your new tenancy agreement (see Appendix 4 for more details).

Rights	With Lambeth Council	With Hyde Southbank Homes
The Right to Buy your home with a discount	Yes*	Yes (called the Preserved Right to Buy)
The Right of Succession (the ability to pass on your home)	Yes	Yes
The Right to Transfer & Exchange	Yes*	Yes
The Right to Sub-let or take in lodgers	Yes*	Yes
The Right to Repair	Yes	Yes
The Right to carry out Improvements and receive compensation	Yes*	Yes
The Right to be Consulted	Yes	Yes
The Right to Information	Yes	Yes
The Right to Manage	Yes	No
Rent to Mortgage	Yes*	No
The Right not to have your tenancy agreement changed (except for rent and service charges) without your individual consent	No	Yes
The Right to Acquire (see below)	No	Yes

The table above compares the rights Secure Tenants have now with the Council with those that you would have with Hyde Southbank Homes if the transfer goes ahead. Introductory Tenants have fewer rights than Secure Tenants. The table shows which rights Introductory Tenants do not have with the Council during the 12 month probation period. These are marked with an asterisk * in the second column.

What rights would tenants lose?

You would lose two statutory rights.

- The statutory **Right to Manage** (which allows tenants to set up a Tenant Management Organisation subject to certain rules) does not apply to Assured Tenants of housing associations. However, Hyde Southbank Homes has a policy of supporting tenant involvement (see Section F for more information).
- The **Rent to Mortgage Scheme** would also not be available. This enables certain tenants to buy a part of their home with a mortgage. Please note that no tenant of the Council has ever exercised their right to the Rent to Mortgage Scheme.

How would tenants' rights be protected?

If the transfer takes place, transferring tenants would be asked to sign a new tenancy agreement (see Appendix 4). Once you and Hyde Southbank Homes sign the tenancy agreement, your rights in that agreement cannot be changed without your permission. The only things that can change are the annual rent and service charges.

Would tenants still be able to buy their homes?

If you have the **Right to Buy** your home with the Council, you would continue to have a **Preserved Right to Buy** with Hyde Southbank Homes.

These rights remain with you or any member of your family who succeeds you (takes over your tenancy) even if you later move to another home which is owned by Hyde Southbank Homes or Hyde Housing Association, as long as that home is not exempt from the Right to Buy. Also, if you have the Preserved Right to Buy and later move to a Council home in another area, you would still have the Right to Buy and any discounts would include time as a tenant of Hyde Southbank Homes.

Introductory Tenants do not have a Right to Buy with the Council but Hyde Southbank Homes has agreed to give transferring Introductory Tenants a contractual right to buy in the tenancy agreement, which gives a similar right to buy a home as the Preserved Right to Buy.

Some homes such as sheltered accommodation are currently excluded from the Right to Buy and this will continue to be the case with Hyde Southbank Homes. Tenants housed by Hyde Southbank Homes after the date of transfer would not have the Preserved Right to Buy, but would have the Right to Acquire (see below).

What happens to discounts?
Any discount you have built up would transfer with you and would continue to increase while you are a tenant of Hyde Southbank Homes.

What is the maximum discount and cost floor?
Under current rules, if you buy your home under the Right to Buy or Preserved Right to Buy, the amount you pay is decided by using a set formula. The purchase price is determined by the market value of the property less your discount (based on years as a Council or housing association tenant). With the Council the maximum discount is currently £16,000. The same limit would apply if you transfer to Hyde Southbank Homes and use your Preserved Right to Buy in the future. You would be affected in the same way, whether the transfer takes place or not.

This is subject, however, to something called the cost floor. The cost floor is the minimum price that you could pay for your home even if your discount would take the price below this amount.

The cost floor is the total amount spent by your landlord on buying, improving or building your home and includes repair and maintenance costs where these are above £5,500.

The cost floor is most relevant where a landlord has recently spent large amounts of money buying, building or improving the property or where large amounts of money have been spent on repairs and maintenance. With the Council, these costs are worked out (broadly) over a ten-year period before you buy your home.

The two main differences are as follows:

- Hyde Southbank Homes would be able to take into account all costs incurred during the 15 years prior to your application to buy (the Council can only take into account costs in the 10 years before your application). This takes account of the fact that Hyde Southbank Homes would operate under a different financial regime from the Council. The 15 year period starts at the point of the housing transfer.
- Hyde Southbank Homes would be able to include in the cost floor the cost of the catch up repair works which would be carried out to tenants' homes and which are referred to in this document (see Section C) even if these costs have not actually been incurred at the time of your application to buy. This is because the cost of the repair work has been allowed for in calculating the price payable to the Council for the homes.

In some cases, the effect of these changes may reduce the amount of your discount, but for the majority of tenants, it is likely that the new cost floor will have little or no effect.

You should note that the Government is proposing to change some aspects of both the Right to Buy and the Preserved Right to Buy, such as qualifying periods and the length of time over which any discount may have to be repaid. These proposed changes would happen whether you remain a secure tenant with the Council or become an assured tenant of Hyde Southbank Homes.

What is the Right to Acquire?

Tenants of Hyde Southbank Homes (including existing tenants transferring from the Council) would be able to buy their home under the **Right to Acquire** scheme as long as certain tests are met. This scheme is based on a grant rather than a discount and is normally less generous than the Preserved Right to Buy Scheme. The maximum grant for homes in the Borough is currently £16,000. You cannot combine both the Right to Acquire and the Right to Buy.

Would tenants still be able to pass on their homes?

Hyde Southbank Homes' Tenancy Agreement allows the same people to take over the tenancy when a tenant dies as under a Council secure tenancy. As with the Council, other than in exceptional circumstances your home can only be passed on once. Please note you will be counted as a successor if you were a joint tenant at transfer and later become a sole tenant.

Hyde Southbank Homes' tenancy agreement would ignore any previous successions to the tenancy with the Council. This means that if the transfer goes ahead, all tenants would start again with a right of succession, even if they have already used their right of succession when they were tenants with the Council.

What about transfers or exchanges?

Hyde Southbank Homes aims to make best use of its housing by assisting with tenant transfers and exchanges within its stock and with other landlords.

Hyde Southbank Homes would participate in H.O.M.E.S. (the Housing Organisations Mobility and Exchange Scheme) and the HOMESWAP Scheme that helps people to move to Council or housing association homes outside the Borough.

Would tenants still be able to sublet their homes?

Yes. You would be in the same position with Hyde Southbank Homes as Secure Tenants of the Council. You would be able to sublet part of your home, with Hyde Southbank Homes' permission, or take in lodgers.

Would Hyde Southbank Homes have more rights to obtain possession of tenants' homes?

No. To make sure your rights to live in your home match those you have now with the Council as closely as possible, Hyde Southbank Homes would not use any of the additional grounds for posession available under an Assured Tenancy. For further details see Appendix 4 – Hyde Southbank Homes' tenancy agreement. Grounds for possession under an Assured Tenancy differ from those under a Secure or Introductory Tenancy (see Appendix 2 for further information).

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

Yes. This means that if Hyde Southbank Homes or its contractors failed to carry out certain types of repairs within set time limits, you can require Hyde Southbank Homes to appoint another contractor to do the repairs.
You have the right to compensation if that contractor does not then do the repairs within a set time limit.

Would Hyde Southbank Homes consult tenants in the same way as the Council?

Yes. The Housing Corporation will require that Hyde Southbank Homes consults with and provides information to all its tenants as if they were Secure Tenants. This is one of the terms in the Tenancy Agreement (see Appendix 4 for more information).

What about new tenants coming in after transfer?

New tenants (those people who are not tenants of the Council at the time of the transfer but join Hyde Southbank Homes later) will be given an Assured Shorthold Tenancy for the first **12 months** of living in their new home. This is similar to the Introductory Tenancy that new people are given for the first year of being a Council tenant. It is an added protection against anti-social behaviour.

H

How Hyde Southbank Homes is run

H

How Hyde Southbank Homes is run

Introduction

Hyde Southbank Homes is part of the Hyde Group and was established in 1999. Its key objectives are as follows:

Key objectives

- Our customers will enjoy a good quality, healthy and well-maintained home
- We will deliver a service that is affordable and gives value for money
- We will value our customers and protect their rights and entitlements
- We value our staff and provide them with the support and training they need to meet our promises
- Our customers will have a real say in the running of their service
- We will make our services fair and accessible to all

How is Hyde Southbank Homes run?

A management team of experienced senior officers leads the staff team at Hyde Southbank Homes. The Operations Director oversees Hyde Southbank Homes and is the lead officer for operational matters and the Kennington Park and The Bridge transfer.

Hyde Southbank Homes would employ paid officers to run the housing service on a day to day basis. By and large, they would be staff that currently provide the service for the Council now so you would continue to deal with the people you know.

A list of key officers is shown in Appendix 3.

The Hyde Southbank Homes Board

The Hyde Southbank Homes board was established in 1999 to oversee all activities of the association. The Board is currently made up of 15 members consisting of:

- 6 resident representatives elected by residents
- 3 representatives nominated by the Council

- 3 representatives nominated by Hyde Housing Association
- 3 local community representatives

Hyde Southbank Homes is currently looking to increase the number of resident representatives to seven, which would include two from Kennington Park and The Bridge. Hyde Southbank Homes is currently discussing this with the Council. Hyde's representatives and the local community representatives are chosen for their expertise in areas such as housing association work, law and finance.

The Board is responsible for overseeing the management of the properties in its ownership and for ensuring that the promises set out in this document are kept.

As a subsidiary and charitable not-for-profit organisation, Hyde Southbank Homes has three to five trustees (appointed by Hyde Housing Association) who are ultimately responsible for the organisation. However, the operational management of the subsidiary is the responsibility of the Hyde Southbank Homes Board. The Trustees will monitor and review the activities of the Board. Hyde Southbank Homes is looking to remove the trustee structure as it is now a well established and strong organisation. All residents will be kept updated as to progress of this matter.

The Resident Estate Board

If the transfer goes ahead, it is intended that a Resident Estate Board would be set up to oversee the management of your homes. The Resident Estate Board will have responsibility for:

- Ensuring that the promises made in this document are kept
- The housing service
- The regeneration and major works programme
- The community regeneration programme
- Monitoring performance in all areas

It is intended that the Resident Estate Board would be a sub-committee of the Hyde Southbank Homes Board. It will have a minimum of 12 out of 15 places reserved for residents. If required all places can be allocated to residents. However, it is proposed that three places be reserved for independent board members who have a particular expertise in certain areas, for example in property refurbishment. Four places have been allocated to residents of The Bridge Estate and eight for residents of Kennington Park Estate.

Elections will be held in 2004 for places on the Resident Estate Board. All residents of the Kennington Park and Bridge Estates will be eligible to stand for election to this Board.

All board members will be elected for a period of not more than three years. At the end of this period, members wishing to continue on the board will need to stand for re-election.

The Chair of the Board will be elected by members of the Board for a period not exceeding three years.

Role of board members
Board members will be provided with detailed training and support. Members will oversee the management and refurbishment of the Estates. Membership of the board is a voluntary activity and is likely to involve around six meetings a year. Although no payment is made, reasonable expenses, such as childcare costs for example, will be reimbursed.

Would I be able to complain to, or about, Hyde Southbank Homes?

Yes. Hyde Southbank Homes recognises that complaints from tenants can be a valuable source of feedback on service delivery. If Hyde Southbank Homes could not settle your complaint informally, you would be able to make a formal complaint through its published Complaints Procedure. Every tenant would receive details about the procedure after the transfer

If you were still unhappy after going through the Complaints Procedure, you would be able to contact the Independent Housing Ombudsman. Hyde Southbank Homes would be expected to comply with any recommendation made by the Independent Housing Ombudsman. You would also be able to contact one of your local Councillors or your MP in the same way as you can now.

1

Useful names and addresses

Useful names and addresses

Lambeth Council
Graeme Russell, Hambrook House, Porden Road, SW2
Council's Freephone Helpline 0800 013 0332

Pauline Foster, Hyde Southbank Homes, 1a Lockwood House,
Kennington Park Estate, London SE11
0800 328 4564

F.I.R.S.T. Call (Independent Tenants' Adviser)
Prospect House, 2 Prince George's Road, London SW19 2PX
Telephone 0500 295 999

The Housing Corporation
Stock Transfer Registration Unit, Attenborough House, 109/119 Charles Street
Leicester, LE1 1QF
Telephone 0116 242 4879
Website www.housingcorp.gov.uk

Community Housing Task Force
Solma Ahmed, Zone 2/F8, Eland House, Bressenden Place, London SW1E 5DU
Telephone 020 7844 2385

Independent Housing Ombudsman
Tenants may take complaints to the Independent Housing Ombudsman, after going through Hyde Southbank Homes' internal complaints procedure. This scheme was approved by the then Secretary of State for the Environment, Transport and the Regions (now the Office of the Deputy Prime Minister). All Registered Social Landlords must belong to the scheme and are expected to comply with the Ombudsman's findings.

You can contact the Independent Housing Ombudsman at:
Norman House, 105-109 Strand, London WC2R 0AA
020 7836 3630
0845 7125 973 (Lo-call)
email: ombudsman@ihos.org.uk

Appendices

Appendix 1

Indicative timetable for transfer

Stage 1 – March 2004

Consultation document issued to residents

Residents are given 28 days to respond

Residents are provided with information at meetings, home visits and a video during the 28 day period

Review of Stage 1 – April 2004

All comments received about the proposals are considered and the proposals amended if necessary

Stage 2 – May 2004

Formal notification to residents

- Residents are formally notified of any changes to the proposals
- Residents are advised if the Council has decided to proceed to a ballot
- If the Council decides to proceed to ballot, residents are also advised of their right to make representation to the Deputy Prime Minister

The ballot

A four week resident's postal ballot is conducted by an independent organisation

If the ballot is in favour of transfer, an application is submitted to the Deputy Prime Minister to give consent to the transfer of ownership from Lambeth Council to Hyde Southbank Homes

THE KENNINGTON PARK AND THE BRIDGE ESTATES TRANSFER TO HYDE SOUTHBANK HOMES – SUMMER 2004

Appendix 2

Legal requirements for tenant consultation

The law which states that councils have to consult their tenants about proposed transfers of council housing is set out in Section 106A and Schedule 3A of the Housing Act 1985. The Council and the Deputy Prime Minister must have regard to the views of the Council's Secure and Introductory tenants. If you are not sure what type of tenant you are, please refer to your tenancy agreement or phone the Council's Freephone Helpline on 0800 013 0332

The Council must give you a notice informing you of:

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

The details, consequences and effects of the Council's housing transfer proposal are set out in this document.
The effects of the provisions of Schedule 3A Housing Act 1985 are:

- The Council must first serve on you a notice (the Stage 1 Notice) giving you the information listed above and informing you that you may make representations to the Council. This document and the introductory letter accompanying it form the Stage 1 Notice
- The Council will consider any representations received by [date].
- After considering those representations, the Council must serve a further written notice on you (the Stage 2 letter) informing you of any significant changes to the proposal and that you may write to the Deputy Prime Minister with any objections to the proposal within a period of not less than 28 days. This 28 day period begins when the Council's Stage 2 letter is sent to tenants. The Deputy Prime Minister will take objections into account in considering any application from the Council for the necessary consent to transfer the stock

Appendix 3

Other information and useful contacts

As well as this document, there are some other documents you may want to look at in relation to the Council's housing transfer proposal. If you would like a copy of any of these documents, please call the Council's Freephone Helpline on 0800 013 0332.

The Way Forward for Housing: this is the Government's policy statement on future housing policy.

[**The Housing Corporation's Residents' Charter:** this document sets down the standards of service you can expect from Hyde Southbank Homes based on the Housing Corporation's guidelines. The Housing Corporation expects to publish a new charter for residents in the near future.]

The Grounds for Possession of Secure and Assured Tenants: this document provides the full text (as set down by Parliament) of the grounds for possession which can be used against secure tenants and the grounds which can be used against assured tenants.

Detailed Comparison of Rights Before and After Transfer: this document sets down a detailed comparison between the rights of tenants with the Council and the rights tenants would have with Hyde Southbank Homes if the transfer goes ahead.

The Community Housing Taskforce website:
www.housing.odpm.gov.uk/chtf

National Housing Federation website:
www.housing.org.uk

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

The Hyde Group and Hyde Southbank Homes Limited

Core Values and Vision

Hyde Southbank Homes shall pursue excellence in meeting housing needs and contributing to community regeneration. In pursuit of excellence, we must be:

- Effective and accountable, financially robust, committed to working in partnership, focused on our objectives and dedicated to equality of opportunity

To realise our vision, we will:

- Carry out housing improvement programmes
- Maximise the involvement of residents in the management and development of their homes
- Provide quality and value for money services to tenants and leaseholders locally
- Maximise the training and employment opportunities available to local communities through the work of Hyde Plus and local partners
- Require the highest professional standards from Board members, staff, consultants and contractors
- Work positively with the London Borough of Lambeth and contribute to the Council's strategic objectives on housing and regeneration
- Work with new partners to meet the needs of older and disabled tenants
- Provide management services to the Hyde Group in Lambeth
- Contribute to the overall objectives of the Hyde Group

List of Key Officers – Hyde Southbank Homes Management team

Austen Reid
Director of London Region,
Hyde Housing Association and Hyde Southbank Homes

Paul Bridge
Operations Director

Paul Singleton
Housing Services Manager

Julia Charter
Area Housing Manager – Oval

Pauline Foster
New Initiatives Manager – Kennington Park and Bridge transfer

Edward Ehirobo
Technical Services Manager

Philip Sargeant
Financial Controller

Hyde Southbank Homes' Board members and biographical details

Resident Nominees

Elsie Naisbett MBE – Vice Chair
Elsie is Chair of the Neighbourhood Forum and the Studley Estate Tenants and Residents Association. Elsie has lived on Studley Estate for the past 39 years and has been a Resident Representative for 14 years. Over this time, she has campaigned tirelessly for improvements to the Central Stockwell Neighbourhood. In 2002 Elsie was awarded an MBE in the Queen's Jubilee Honours list, in recognition of her achievements in campaigning for improvements to housing in Stockwell.

Shawn Collick
Shawn Collick is Vice-Chair of the Stockwell Gardens East Tenants and Resident Association (SGETRA).

Shawn has lived on Stockwell Gardens East Estate for the past seven years and has been a Resident Representative throughout that time. He is also involved with the Stockwell Gardens Children's Club, which runs a summer play scheme.

Joyce Hopper
Originally from Sunderland and educated at Thorney Close School for Girls and Sunderland College of Art, Joyce Hopper came to London in 1979 and has lived on the Grantham Road Estate in South London for 21 years. She is presently employed as a Merchandising Co-ordinator in the Buying Office of Freemans Mail Order.

18 years ago, together with David Hirst as elected chairperson, she set up the present Grantham Road Tenants & Residents Association, of which she is now the Secretary. Determined to build on a strong multi-cultural community, Joyce and David have continuously strived to improve the living standards on their Estate. Their greatest achievement, with the help of the government and Lambeth, resulted in the present concierge system that won a Design Award from the DoE in 1992/3.

Rasheed Olawale Onile-ere
Rasheed was born in Nigeria and has lived in the Stockwell area for about 20 years. Trained in engineering, business and finance, he has a B.A Honours degree in Business and Finance, a post-graduate Diploma in Industrial Administration, Diploma of the Institute of Energy and an M. Sc degree in

Energy Engineering (Building Services) with specialisation in solar power from the London South Bank University.

Rasheed was elected as the Secretary to the newly formed Stockwell Gardens Estate West Tenants and Residents Association (SGEWTRA). Other involvements include being a member of the Forum, Repairs and Maintenance Focus Group and the Connecting Stockwell SRB board. Rasheed has worked at the Novas Ouvertures Group for 10 years and was promoted to Team Manager last year, to manage a team of Housing support workers who are providing quality needs led accommodation, support and care to homeless people in London.

The Hyde Group Nominees

Maxine Davis - Chair
Maxine Davis is Chair of Hyde Southbank Homes Board. In addition, Maxine is Chair of the Hyde Southbank Management Services Board

Maxine is currently employed as a Principal Lecturer in the School of Architecture and Construction at the University of Greenwich where she teaches Property Appraisal, Finance, Property and Facilities Management and Leisure Development. She is a Fellow of the Chartered Institute of Housing and has an MA in Building and Rehabilitation Studies.

Maxine's current research interests include housing renewal strategies, housing needs of disabled persons and development of housing studies courses. Maxine has delivered a number of papers at conferences ranging from Valuation Methodology to Property Investment – the Boom and Slump Years.

Marilyn Evers
Marilyn Evers is a Lambeth Council tenant in the Oval Neighbourhood which is managed by Hyde. She is active in Kennington Park Estate Tenants' Association and their representative at the Oval Neighbourhood Forum. She is the Forum's representative on the Hyde Southbank Homes Management Services Board, Forum representative on Lambeth Tenants' Council and appointed Chair of Tenants' Council for 2003.
Marilyn works for Stonham Housing Association, one of the largest providers of supported housing in the country. Prior to that she worked in the housing department of NACRO. She is a member of the Board of Lambeth and Southwark Housing Association and was an elected member of Lambeth Council from 1986-1994.

Neil Goulbourne
Neil Goulbourne is a junior doctor with a strong interest in social housing and strengthening communities. As a board member for almost two years, he has drawn on his experience in small, community run projects and policy think tanks.

Independent Nominees

Sue Norman
Sue Norman has lived in Grantham Road, Stockwell since 1983 and before that in Brixton for five years. She is strongly committed to supporting the development of Stockwell for the benefit of residents.

Sue trained as a nurse at St Thomas' Hospital in the mid 1960s and has spent her clinical career in the community (Kensington and Chelsea), specialist cancer care (Royal Marsden) and intensive care (Montreal, Canada). Sue returned to St Thomas' to teach nursing for 9 years before moving to the Department of Health at Elephant and Castle and then Leeds. From 1995 to 2002 she was Chief Executive of the statutory regulatory body for nursing, midwifery and health visiting. Amongst other voluntary activities, including HSH Board membership, she sits on the Hyde Group Audit Committee and is currently developing a career in Executive Coaching.

Sue Harvey
Sue Harvey is an independent economic consultant working in both Social Housing and Financial Services. In the financial services sector Sue's work includes evaluating the impact of changing working patterns on retirement planning, forecasting the market for Stakeholder pensions, assessing the future of independent financial advisors and analysing the impact of cohort effects on wealth accumulation.

Her work in social housing includes modelling housing investment & management costs, assessing the key assumptions driving development programs and training voluntary board members in the joys and limitations of the business plan. She is currently engaged in assessing the nature of the debate around housing benefit reform.

Lambeth Council Nominees

Rosario Munday
Ros Munday is currently the Chair of the Clapham Partnership Board, Vice Chair of the West Stockwell Forum, Chair of the Willard Estate TRA, Trustee of

CICARO a UK wide charity that provides courses on citizenship to disadvantaged groups. She is also Vice Chair of the Vauxhall Lib Dem Party and a member of the Stockwell Partnership Board and the Clapham Town Centre Board as well as on the Mayor of Lambeth's fund raising group

Toaha Qureshi
Toaha is Vice Chair of Stockwell Green Community Centre, which offers services to young people and elderly men and women. He is also a Board member of Brixton Prison and also Vice Chair of Ash-Shahadah Housing Association.

Hyde Charitable Trust (Subsidiary)

Board of Directors

A Company limited by Guarantee, it is a registered charity raising money for charitable purposes which it then distributes by way of grants and loans.

Hyde Housing Association (Parent)

Management Committee

Sub Committees

Policy and Performance
Finance
Audit
London Region
Kent Region
Hampshire Region
Wealden Region
Dart Homes Management Services
Hyde Southbank Management

Services

A Social Landlord registered with the Housing Corporation. It is a Charitable Industrial and Provident Society. It provides:

- Housing for rent for those in need including Special Needs Housing and Short Life accommodation
- Homes for low cost income ownership
- Management services to local authorities
- Staying Put projects to help elderly and disabled owner occupiers
- Community and Economic Regeneration Initiatives

Hyde Southbank Homes (Subsidiary)

Trustees (Nominated by Hyde)

Board

6 residents (elected)

3 independents (nominated by Hyde)

3 independents (Community Reps)

3 Council nominees

Hyde Southbank Homes is a Charitable Industrial and Provident Society registered with the Housing Corporation.

Useful contacts

Kennington Park Estate Tenants' Association

Contact Marilyn Evers or Louise Archer

c/o Oval Neighbourhood Housing Office, Alverstone House, Magee Street, London SE11 5TS

020 7926 8220

The Bridge Estate Tenants' & Residents' Association

Contact Pauline Halls

c/o Oval Neighbourhood Housing Office, Alverstone House, Magee Street, London SE11 5TS

020 7926 8220

Councillor Marietta Crichton Stuart

c/o Lambeth Town Hall, Brixton Hill, SW2 1RW

020 7498 4610

email: mcrichtonstuart@lambeth.gov.uk

Councillor Geoffrey Bowring

c/o Lambeth Town Hall, Brixton Hill, SW2 1RW

020 7274 8822

email: gbowring@lambeth.gov.uk

Councillor Andrew Sawdon

c/o Lambeth Town Hall, Brixton Hill, SW2 1RW

020 7582 4158

email: asawdon@lambeth.gov.uk

Appendix 4

The proposed Tenancy Agreement

Hyde Southbank Homes' tenancy agreement has been designed so that tenants' rights and obligations are as close as possible to those of Council secure tenants.

The tenancy agreement, which would be issued by Hyde Southbank Homes to tenants transferring from the Council if the transfer goes ahead, would be substantially in the form set out in the following pages.

This tenancy would be issued as soon as possible after transfer to each transferring Secure and Introductory tenant except:

- Where tenants have a valid possession order from the Court in force against them
- Where tenants have been served with a valid notice of intention to seek possession
- Where tenants have been served with a valid notice of possession proceedings (this only applies to Introductory tenants)
- Where tenants are subject to possession proceedings at the time the transfer takes place

In these cases, the new tenancy agreement would be issued if:

- The possession order is discharged
- The notice of intention to seek possession is withdrawn or expires
- The Court decides not to make a possession order

In the meantime, these tenants would become tenants of Hyde Southbank Homes like all other tenants. They would be assured tenants and the terms of their tenancies would be as set down by law together with the terms of their existing tenancy with the Council. Hyde Southbank Homes would be able to enforce the possession orders that the Council had obtained and may also be able to obtain possession orders for tenancy breaches where the Council has served notices before the transfer takes place.

Appendix 4

THIS TENANCY AGREEMENT IS BETWEEN

Name of Landlord	HYDE SOUTHBANK HOMES LIMITED (called the "Landlord", "we" or "us" in this Tenancy) which is registered with the Housing Corporation under Section 3 of the Housing Act 1996.
Address of Landlord	Leegate House Burnt Ash Road Lee Green London SE12 8RR Which is also the Address for service of notices (including notices of legal proceedings) on us. This Clause constitutes notice to you for the purposes of Section 48(1) Landlord and Tenant Act 1987.
AND Name of Tenant(s):	.... ("you") (in the case of joint tenants, the term "you" applies to each of you and the names of all joint tenants should be written above. Each of you individually has the full responsibilities and rights set out in this Agreement)
Address:	in respect of .... ("the premises")
Description of Premises:	which comprises .... In these conditions "Premises" means the dwelling including fixtures and fittings and garden, paths, hedges and/or fences, garages and outbuildings owned by us, which are the subject of this Tenancy.
Date of Start of Tenancy:	The Tenancy begins on ..... and is an assured weekly Tenancy within the meaning of the Housing Act 1988 the terms of which are set out in this Agreement and is not an assured shorthold tenancy.

Payments for the Premises

Weekly Rent	£[ ]
Service Charge Items: -	
Heating and hot water charge	£[ ]
Concierge costs	£[ ]
CCTV	£[ ]
[ ]	£[ ]
Support and Counselling fees [listed at Schedule A attached]	£[ ]
Payment towards arrears due at the date this agreement is signed (see clause 1.15)	£[ ]

Total Weekly Payment £[ ]

*Service Charge Items charged in addition to the Weekly Rent to be listed here and to be deleted if not applicable.

Other Services Provided by us and included in the Weekly Rent

[ ] £[ ]
[ ] £[ ]

PLEASE NOTE: It is a term of this Tenancy that you (or anyone acting for you) have not induced us to grant you this Tenancy by knowingly or recklessly making a false statement either to us or (if applicable) to the London borough of Lambeth (called "the Council" in this Tenancy Agreement).

You and we agree that the provisions of the Contracts (Rights of Third Parties) Act 1999 will not apply to this tenancy agreement, which means that none of its terms can be enforced by any other person.

You consent to us holding and processing any personal information (including sensitive personal data) that you have provided or been provided by third parties or will be provided in the future to perform the functions of Hyde Southbank Homes. This may involve disclosure to certain third parties who are able to show that they are entitled to receive the information. We comply with the Data Protection Act 1998 when dealing with personal data. This means that your personal data will be processed in accordance with the law.

By signing this agreement you are consenting to Hyde Southbank Homes processing your personal data.

I/We have read, understood and accept the terms and conditions within this tenancy agreement which include the standard terms and conditions attached hereto.

In the case of a Joint Tenancy each of you must sign

Signed by the Tenant ..... Dated .....

..... Dated .....

..... Dated .....

Signed ..... Dated .....
On behalf of the Landlord

We operate a formal complaints procedure which is outlined in your Tenants' Handbook. If you feel that we have broken this Agreement or not performed any obligation contained in it, you should first complain to us in writing giving details of the breach or non-performance. If we fail to deal with the complaint, or, in your view, continue not to comply with the Agreement you can obtain advice and information from a solicitor. You can also complain to the Independent Housing Ombudsman. (For more information ple4ase see the current HSH Tenants' Handbook), a copy of which will be made available.

We are subject to any guidance on housing management practice issued by The Housing Corporation with the approval of the Secretary of State and the Performance Standards and the Assured Tenants' charter apply to this Tenancy.

Appendix 4

AUTHORISED OCCUPANTS
(including Tenant(s) at date of agreement)

Name	Date of Birth	Relationship to Tenant

Please attach appropriate ID to this form and place in House File.

TENANT(S) SIGNATURE

_____ DATE: _____

_____ DATE: _____

GENERAL TERMS

1. It is agreed as follows:

Payments for the Premises:

1.1 The weekly payments for the Premises at the date of this Agreement are set out in the Particulars.

In this agreement "Rent" refers to the rent set out in the Particulars or as varied from time to time in accordance with this Agreement.

1.2 Rent and (where applicable) Service Charge are due weekly in advance every Monday.

1.3 Rent Increases

We may (in accordance with Sections 13 and 14 Housing Act 1988) increase the Rent by giving you at least one calendar month's notice in writing. The notice shall specify the Revised Rent. The Rent shall not be increased more than once a year and no increase shall take effect less than a year after the last increase. The revised Rent shall be the amount specified in the notice of increase unless **EITHER** we and you agree to an alternative figure **OR** you exercise your right to refer the notice to a Rent Assessment Committee to have a market Rent determined. In that case the maximum Rent payable for one year after the date specified in the notice shall be the Rent so determined.

The "Rent Assessment Committee" is an independent panel of persons who decide on the Rent payable.

1.4 Service Charge (where applicable)

1.4.1 The Service Charge (if any) for any twelve month period ending on 31st March ("the account year") shall consist of a sum comprising the expenditure which we estimate we are likely to incur in the Account Year in providing the services thereafter any increase shall be the actual costs incurred by us.

1.4.2 As soon as practicable after the end of each Account Year we will determine and certify the amount by which the estimate referred to in Clause 1.4.1 exceeds or falls short of the actual expenditure in the Account Year and we shall supply you with a copy of the Certificate. The difference between any estimate and the actual cost will be carried forward.

1.4.3 You have a right within 6 months of receiving the Certificate to inspect the service charge accounts, receipts and other documents and (subject to paying a reasonable charge) to take copies or extracts from them.

1.5 Housing Benefit

1.5.1 We will provide you with advice and assistance in relation to housing benefit claims.

1.5.2 You agree (if requested) to give consent to the relevant authority for the payment direct to us of any Housing Benefit (or equivalent state assistance)which you may claim as part or whole payment of your Rent and (if applicable) Service Charge. The amount of such benefit will be credited to your Rent Account when it is received by us. If your circumstances change so that your entitlement to Housing Benefit is affected you shall immediately inform both the authority and us. Any overpayment which is lawfully recoverable may be claimed by us from you.

1.6 Supporting People (where applicable)

1.6.1 If we provide you with support services (indicated by a charge for support and counselling fees in the heading "Payments for the Premises" in the Particulars to this

Tenancy Agreement) then those services may include the provision of general counselling and support in relation to all or any of the following:-

- Maintaining the security of the home
- Maintaining the safety of the home
- Standard of conduct required
- Paying the Rent
- Maintaining the home in an appropriate condition
- Giving up the tenancy at the appropriate time
- Contact with others to ensure your welfare
- Other support services (excluding personal care)

We may vary the support and counselling fees in the same manner as we may vary your service charge (see Clause 1.4 for details). In varying the support and counselling fees, we will limit any increase in charges for the support services provided with reference to the level of charges approved by the Supporting People Administering Authority.

1.6.2 You agree to accept the level of support services made available to you in order to ensure the necessary standard of independence is achieved.

1.6.3 If, instead of us providing you with support services, a support provider provides you with such support services as are listed in Clause 1.6.1, then you shall be responsible for entering into a separate agreement with that service provider with respect to the provision of those services and to pay for that support in accordance with that separate agreement and in addition to any rent or service charge which is payable in accordance with this tenancy agreement.

1.7 Altering the Agreement

Except for changes in Rent or Service Charge this Agreement may only be altered if both we and you agree in writing.

1.8 Arrears and Advance Payments

1.8.1 If when we grant you this tenancy, you have made any advance payments or you are in arrears of Rent or service charge in respect of your home then we will: -

- Credit the amount of any advance payment to your Rent account; or (if applicable)

- Debit the amount of any arrears to your Rent account

For the avoidance of doubt you agree that any arrears of Rent or Service Charge due to the council in respect of your home before the date of this Agreement are deemed to be arrears and may be claimed by us as if the Agreement had not been granted and you agree to pay any arrears and other charges due to us at the date of this Agreement at the rate set out under the heading "Payments for the Premises" in the Particulars of this Tenancy Agreement.

18.2 If you leave your home to become our tenant in another property: -

- We shall be entitled to appropriate all payments subsequently made by you to settle any outstanding debt due from you to us in respect of your home or your occupation of it, or

- We shall be entitled to credit your Rent account for your new tenancy with any sums due from us in respect of this Agreement.

THE LANDLORD'S OBLIGATIONS

2 We agree:-

2.1 Possession

To give you possession of the Premises at the start of the tenancy.

2.2 Your right to occupy

Not to interfere with your right peacefully to occupy the Premises except where:

2.2.1 access is required subject to reasonable notice (except in an emergency), to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property; or

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

2.3 Repair of Structure and Exterior

To keep the structure and exterior of the Premises in good repair including:-

2.3.1 drains, gutters and outside pipes;

2.3.2 the roof;

2.3.3 outside walls, outside doors, window sills, window catches, sash cords, glazing putties and window frames and glass; including necessary external painting and decorating;

2.3.4 internal walls, skirting boards, door and door frames, hinges, locks (except where keys are lost) door jambs, thresholds, floors and ceilings but not including painting and decoration;

2.3.5 chimney and chimney stacks but not including sweeping;

2.3.6 fences, pathways, steps and other means of access;

2.3.7 plasterwork;

2.3.8 garages and external stores but not garden sheds;

We are not responsible for any repair or replacement needed because of damage to or neglect of the Premises caused by you, anyone living with you or visitors.

2.4 Repair of Installations

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

2.4.1 water pipes, gas pipes and electric wiring

2.4.2 sockets and light fittings

2.4.3 basins, sinks, baths, toilets, flushing systems and waste pipes

2.4.4 water heaters, boilers, fireplaces, fitted fires, heaters and radiators but excluding any items shown in your Tenant's Handbook as being your responsibility.

Please note that we are not liable for the repair of any installation if:-

- the repair or replacement is necessary through your fault or anyone living with you
- the installation has been fitted without our written consent
- we have stipulated as a condition of our consent that we will not be liable to repair or replace the installation

2.5 Cleaning of Common Parts

2.5.1 to take care to keep common entrances, halls, stairways, lifts, passageways, rubbish chutes, communal lighting and any other common parts in a reasonable state of repair and fit for use by you and other occupiers of and visitors to the Premises.

2.5.2 to make arrangements for the cleaning of communal areas of the Estates including staircases, the windows thereto, walkways, play and recreation areas and to arrange caretaking services to the Estate in accordance with our policy from time to time.

2.6 Decoration of Exterior and Common Parts

To keep the exterior of the Premises and any common parts in a good state of decoration and to decorate the exterior of the Premises at regular intervals and common parts every five years.

2.7 Repairs – Generally

To carry out all repairs within such reasonable timescales as we determine from time to time in consultation with tenants. We will notify you of our timescales for different types of repair in accordance with the Priority Times set out in your Tenant's Handbook.

2.8 Unusable Rooms

If any rooms in the Premises are agreed by us to be unusable because we have failed to carry out repairs which are our responsibility then without prejudice to your rights, we shall allow or refund a due proportion of the Rent for the Premises for the period when the room(s) are unusable. Details of this scheme are set out in your Tenant's Handbook.

2.9 Lifts

2.9.1 To take all steps to keep the lifts in working order and to carry out repairs to the lifts in accordance with the Landlord's policy as set out in the Tenant's Handbook.

2.9.2 If all the lifts serving your home are not working, we will make an allowance to the tenants affected in accordance with set allowances as reviewed from time to time by the landlord.

2.10 Residents' Charter

To provide you with information on our housing management policies as required by the guidance issued by the Housing Corporation under Section 36 of the Housing Act 1996.

2.11 Data Protection

To comply with the provision of the Data Protection Act 198498 as amended from time to time. Subject to you paying us a reasonable fee (not exceeding the maximum fee from time to time set down by Parliament) to allow you to inspect information about you which is held by us in the form of computerised data.

2.12 Access to Personal Information

To allow you reasonable access to other personal information held about you or members of your family (provided that this right shall not apply to information provided to us in confidence by third parties) and to allow you to correct or record your disagreement with the information held by us.

2.13 Services

To provide the Services (if any) listed in the Particulars PROVIDED ALWAYS that (following consultation with tenants affected) we may increase, add to, remove, reduce, or vary the services provided.

2.14 Insurance

To insure the Premises (Buildings only excluding any fixtures and fittings) for such sum and against such risks as we (acting reasonably) believe appropriate. For the avoidance of doubt we are not responsible for insuring your furniture and personal possessions.

2.15 Heating and Hot Water

For homes connected to a

communal heating system in the event that the Landlord fails to supply heat and/or hot water to the Premises for a period of 48 hours or more, you shall be entitled to an appropriate allowance as set out in your Tenant's Handbook.

2.16 Consents

In this Tenancy Agreement where it states that our consent is required it is implied that we will not refuse our consent unreasonably. In some circumstances consent may be given subject to certain reasonable conditions.

2.17 Joint Tenancies

To grant a joint tenancy, if asked to do so, to you and any other authorised occupier (except a lodger who is not a member of your family) unless you are in arrears with your Rent or Service Charge.

YOUR OBLIGATIONS

3 You Agree:-

3.1 Possession

To take possession of the Premises at the start of the tenancy and not to part with possession of the Premises or sublet the whole of it.

3.2 Rent

To pay the Rent and Service Charge in accordance with the methods of payment set out in your Tenants' Handbook.

Please note that we will recover arrears of Service Charge in the same way as if they were rent arrears.

3.3 Use of Premises

3.3.1 To occupy and use the Premises for residential purposes as your only or principal home and not for any business or trade purposes.

If you hold a joint tenancy at least one of you must occupy the Premises as your only or principal home.

3.3.2 Not to affix to or exhibit on the Premises any notice trade plate or commercial advertisement without our previous written consent.

3.3.3 To use any communal facilities with due regard for the convenience or safety of others including:-

- Not causing an obstruction in any of the common parts either personally or by leaving prams, bicycles or other objects there;
- Not parking vehicles other than in designated areas.

3.4 Nuisance and Anti Social Behaviour

Not to cause or commit or allow anyone living with you or your visitors to cause or commit any form of harassment or other anti-social behaviour. Harassment and anti-social behaviour is any act or omission which interferes with the peace and comfort of or which may cause nuisance, annoyance, injury or offence to any other tenants, members of their household, visitor, neighbour, the Landlord (including our employees and contractors) or any other member of the general public and includes (but is not limited to): -

- Harassment on the grounds of race, sex, sexuality, age, religious belief or disability;
- Violence or threats
- Abuse or insulting words or behaviour;
- Offensive drunkenness;
- Damage or threat of damage to property belonging to another person including damage to any part of a person's home;

- Writing graffiti and in particular graffiti which is abusive, threatening or insulting;
- Making unnecessary or excessive noise by any means whatsoever including arguing and door slamming;
- Using or allowing the Premises for prostitution or for dealing in or the illegal use of any controlled drugs;
- Using the Premises for handling or storage of stolen property;
- Any nuisance or annoyance caused by pets including barking and fouling;
- Playing ball games close to someone else's home;
- Transmitting from radio equipment unless our prior written consent is obtained provided that we may revoke our consent by sending you a written notice notifying you that we are revoking our consent.

3.5 Pets

3.5.1 Not to keep more than one animal in the Premises without the consent of the Landlord, which cannot be unreasonably withheld.

3.5.2 Not to keep livestock in the Premises

3.5.3 To keep any animals under proper control and not to allow it/them to foul the Premises.

3.6 Improvements etc

Subject to the provisions of Clause 5.2:

3.6.1 Not to make any improvements, alterations or additions to the Premises without first obtaining both our written consent and all other necessary approvals.

3.6.2 To comply with our reasonable requirements in relation to any consent given to you to make any improvements, alterations or additions to the Premises including the standard of work to be carried out.

3.6.3 These restrictions include (but are not limited to): -

3.6.3.1 decorating the exterior of the Premises;

3.6.3.2 carrying out any structural alterations or making any addition to the Premises;

3.6.3.3 altering or adding any fixtures to the Premises including wireless, television aerials and satellite dishes or any other communications systems;

3.6.3.4 making any other improvements to the Premises;

3.7 Liquid Petroleum Gas

Not to use or store LPG cylinders

3.8 Repair Responsibilities

3.8.1 To keep the interior of the Premises in a reasonable condition and state of decoration and to repair or replace those items set out in your Tenants' Handbook.

3.8.2 We may notify you in writing of repairs you must carry out within a period set out in our notice. If you fail to do the work, we may enter the Premises and do the necessary work and charge you the actual cost of the work plus administrative costs we have incurred.

Please Note: -

- In some circumstances (in accordance with our policy) we

will give a decoration allowance to enable you to purchase the materials necessary to carry out decorations where appropriate.

- If you are a senior citizen or registered disabled person or we consider you are unable to carry out your own internal redecoration and no member of your family is able to do so then we will consider each case on an individual basis and where we consider it appropriate undertake such decorations.

For more information please refer to the Tenants Handbook.

3.9 Garden

To keep any garden, yard or window box forming part of the Premises or any garden plot allocated to you in proper order.

3.10 Damage

To make good any damage to the Premises or our fixtures and fittings or to any common parts caused by you, any member of your household or visitors (fair wear and tear excepted) and to pay any costs which we incur in carrying out such works in default, including the cleaning of any stoppages in toilets, drains and waste pipes.

3.11 Reporting Disrepair

To report to us promptly any disrepair or defect which you are aware of and which it is our responsibility to repair. The procedure which should be followed is set out in your Tenants' Handbook.

3.12 Access

3.12.1 To give, after receiving 24 hours prior written notice, our duly authorised officers, agents and workmen and the gas, water and electricity supply and telecommunications companies all reasonable facilities for entering the Premises for inspection purposes and for carrying out such work to the Premises or adjoining property as may be deemed necessary.

3.12.2 Our officers, agents and workmen may enter the Premises without notice if in our opinion personal injury or damage to our property or adjoining property might result unless we did so.

3.13 Assignment

3.13.1 Not to assign the Tenancy except:

3.13.1.1 in furtherance of a court order made under Section 24 of the Matrimonial Causes Act 1973 (where the court orders the transfer of your property during a family court case); or

3.13.1.2 with the Landlord's written consent when exercising the right to exchange set out in Clause5.6; or

3.13.1.3 to a person who would be qualified to succeed you under the provisions of Clause 5.7 if you had died immediately before the assignment;

In the cases of 3.13.1.1 and 3.13.1.3 above you do not need to obtain the Landlord's written consent but you should inform us about the assignment.

3.13.2 Not to accept or pay any premium in connection with the assignment of the tenancy when exercising the right to exchange set out in Clause 5.6.

3.14 Overcrowding

Not to allow the Premises to be overcrowded as defined by Section 324 Housing Act 1985.

3.15 Sub-letting

Not to part with possession or sublet part of the Premises EXCEPT in accordance with Clause 5.1.

3.16 Parking and Vehicles

Not to carry out vehicle repairs or park indiscriminately on Estate roads or in garages or parking areas so as to cause a nuisance. This includes:

3.16.1 Not revving the engine or using noisy machinery or tools;

3.16.2 Not allowing the emission of toxic fumes from exhausts or paint spraying;

3.16.3 Not leaving oil deposits or discarded car parts on the Estate, garages or parking areas;

3.16.4 Not parking a vehicle so as to obstruct emergency access, pathways, refuse chutes, entrances or barriers etc.;

3.16.5 Not parking untaxed or unroadworthy vehicles on Estate roads or parking areas in the Estate;

3.17 Communal Areas in Flats and Maisonettes

If the Premises is a flat or maisonette to accept share of the responsibility for the cleaning of the communal areas in accordance with regulations published from time to time by us unless we provide a cleaning service,

3.18 Ending the Tenancy

To give us at least 4 weeks notice in writing (expiring on a Sunday) when you wish to end the Tenancy.

3.19 Moving Out

To give us vacant possession and return all keys of the Premises before 12 noon on the Monday on which your Tenancy ends to remove all furniture, personal possessions and rubbish and leave the Premises and our fixtures and fittings clean and in good lettable condition and repair and to pay us the cost of any removal storage and other works carried out by us to remedy any failure by you in this respect. We accept no responsibility for anything left at the Premises by you at the end of the Tenancy.

3.20 Water/Sewerage and Local Taxes

3.20.1 To be responsible for any water/sewerage charges in respect of the Premises and to indemnify us against any liability arising from your failure to pay such water/sewerage charges.

3.20.2 To indemnify us against any liability from your failure to pay any Council Tax or any other local tax which may replace the Council Tax.

YOUR RIGHTS AND SECURITY OF TENURE

4 You have the following rights: -

4.1 Right to Occupy

You have the right to occupy the Premises without interruption or interference from us for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to our authorised employees or contractors) so long as you comply with the terms of this Agreement and have proper respect for the rights of other tenants and neighbours.

4.2 Security of Tenure

You have security of tenure as an assured tenant so long as you occupy the Premises as your only or principal home. We can only end the Tenancy by obtaining a court order for possession of the Premises on one of the grounds

listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996).

The court will not make an order unless we shall have served on you a notice in writing complying with the requirements of the Housing Act 1988 (as amended) or the Court considers it just and equitable to dispense with service of such a notice.

We agree that we shall give not less than four weeks' notice in writing of our intention to seek a possession order (except where proceedings involve nuisance (Ground 14)) and that we will recover possession of the Premises on one or more of the grounds set out in Clauses 4.3 to 4.10 below and in the circumstances set out in those clauses. Clauses 4.3 to 4.10 are a summary of the Grounds and circumstances only. Please refer to the Housing Act 1988 for the full text. A copy is available from us on request.

THE FOLLOWING ARE THE ONLY GROUNDS ON WHICH WE WILL SERVE NOTICE AND SEEK TO RECOVER POSSESSION: -

Grounds for Possession

4.3 You have not paid the Rent which is due; (Ground 10)

4.4 You or anyone living in the Premises have broken, or failed to perform, any one or more of the conditions of this Tenancy; (Ground 12)

4.5 You or anyone living in the Premises have caused the condition of the Premises, stairs, lifts, gardens or any other parts of the Building which you are entitled under this Tenancy to use in common with others to deteriorate; and in the case of an act of waste by or the neglect or default of a person lodging with you or sub-tenant of yours, you have not taken such steps as you ought reasonably to have taken for the removal of the lodger or sub-tenant; (Ground 13)

4.6 You or anyone living in or visiting the Premises have been guilty of conduct causing or likely to cause a nuisance or annoyance to anyone living, visiting or carrying out a lawful activity in the locality or you have been convicted of using the Premises or allowing them to be used for immoral or illegal purposes or of an arrestable offence carried out at or in the locality of the Premises; (Ground 14)

4.7 The Premises were occupied by you and your partner and your partner has left because of violence or threats of violence made by you to him/her (or a member of their family living in the Premises before they left) and the Court is satisfied that they are unlikely to return; (Ground 14A)

4.8 The tenancy was granted to you as a result of you (or someone acting on your behalf) knowingly or recklessly making a false statement; (Ground 17)

4.9 Where the Tenancy has devolved under your will or on your intestacy; (Ground 7)

4.9.1 we will not bring proceedings for possession under Ground 7 in the circumstances referred to in Clause 5.7 (Rights of Succession).

4.9.2 if the relevant provisions of Clause 5.7 do not apply we may bring proceedings for the recovery of possession of the Premises under Ground 7 within twelve months after your death or if the Court so directs within twelve months after the date on which (in the opinion of the Court) we became aware of your death.

4.9.3 In accordance with the provision of Ground 7 acceptance by us of Rent after your death shall not be

regarded as creating a new periodic Tenancy unless we agree in writing to a change in the amount of the Rent, the period of the Tenancy or the Premises which are let or any other term of the Tenancy.

4.10 Suitable alternative accommodation is available for you when the Order for Possession takes effect; (Ground 9). We will only seek to recover possession of the Premises on this Ground if in addition we can show:

4.10.1 that we intend within a reasonable time of obtaining possession to demolish, reconstruct or refurbish the Premises and/or the Building of which the Premises form part or an adjoining or adjacent Building and cannot reasonably do so without obtaining possession; or

4.10.2 that the Premises have features which are substantially different from those of ordinary dwellings which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a type provided by the Premises and no person residing in the Premises any longer does so and we require the Premises for occupation by such a physically disabled person; or

4.10.3 that you are a successor other than a spouse in whom the tenancy has vested under Clause 5.7 and the accommodation afforded by the house or flat is more extensive than is reasonably required by you and we apply for possession not sooner than 6 months or later than 12 months after the death of the previous tenant.

FOR THE AVOIDANCE OF DOUBT WE HEREBY DECLARE THAT WE WILL NOT SEEK TO USE GROUNDS 1, 2, 3, 4, 5, 6, 8, 11, 15 and 16 OF SCHEDULE 2 HOUSING ACT 1988 TO OBTAIN POSESSION OF THE PREMISES.

4.11 Cessation of Assured Tenancy

If the Tenancy ceases to be an assured Tenancy, we may end the Tenancy by giving four weeks written notice.

4.12 Injunctions

We reserve the right to seek injunctions either to require you to comply with or to stop you breaching your obligations under this Agreement. This may be in addition or as an alternative to any possession proceedings under the grounds set out in Clause 4.3 to 4.10 above.

FURTHER RIGHTS

5 By way of further rights, we agree that: -

5.1 Right to take in lodgers and sub-let

You may take in any persons as lodgers (subject to no overcrowding as defined in Section 324 Housing Act 1985) and you may also with our previous written consent, sub-let or part with possession or part of the Premises provided that:

5.11 we shall not consent to you granting an assured sub-tenancy of the Premises;

5.12 we shall not unreasonably withhold our consent and if reasonably withheld it shall be treated as given and any consent shall be determined in the same manner as if the matter arose for determination between a secure tenant and their landlord.

Please note that you cannot sub-let the whole of the Premises. If you do, this tenancy is no longer as assured tenancy and we can take action straight away to get a court order for possession.

5.2 Right to make Improvements and receive compensation for them

You or your successor may make improvements, alterations and additions to the Premises provided that you first obtain our written consent and all other necessary approvals (for example, planning permissions or building regulations approval). We will not unreasonably withhold our consent but may make it conditional upon the work being carried out to a certain standard. Failure to satisfy our conditions may be treated as a breach by you of an obligation under this Agreement. We agree to give you the right to make improvements to the Premises and receive compensation for making said improvements on leaving your tenancy as if the provisions of Sections 97, 98 and 99 99A and 99B and 100 of the Housing Act 1985 (as amended) applied to this Tenancy.

5.3 Right to Repair

You shall have the right to have repairs carried out to the Premises as if Section 96 of the Housing Act 1985 (as amended) and the Regulations made thereunder applied to this Tenancy.

5.4 Right to Consultation

We will consult you before making changes in matters of housing management or maintenance which are likely to have a substantial effect on you. We agree to give you the right to be consulted as if the provisions of Section 105 of the Housing Act 1985 applied to this Tenancy.

5.5 Right to Information

You have the right to information from us about the terms of this Tenancy and about our repairing obligations and our policies and procedures on tenant consultation, housing allocation and transfers, equal opportunities and its principles for fixing rents. You have been provided with information about our performance, as laid down by the Tenants' Guarantee. We agree to give you the right to information as if the provisions of Section 104 and 106 of the Housing Act 1985 applied to this Tenancy.

5.6 Right to Exchange

5.6.1 You have the right to assign this Tenancy to another tenant by way of an exchange with one other tenant (a "direct exchange") or by exchanges involving more than one other tenant (an "indirect exchange") PROVIDED THAT you comply with the following conditions:

5.6.1.1 every tenant taking part in the exchange is a tenant of the Housing Corporation or Housing for Wales or a registered social landlord or a Local Authority or New Town or a housing trust which is a charity;

5.6.1.2 where required under their tenancy agreement every other tenant has the written consent of their landlord to assign their tenancy to you or to another tenant satisfying the conditions in sub-clauses 5.6.1.1 and 5.6.1.2;

5.6.1.3 if the tenant to whom you seek to assign this Tenancy is not the person from whom you intend to receive a tenancy by way of exchange, that tenant intends to assign their tenancy to another tenant who satisfies the conditions in sub-clauses 5.6.1.1 and 5.6.1.2;

5.6.1.4 you obtain our prior written consent; and

5.6.1.5 any reasonable conditions attached to such consent relating to the payment of outstanding Rent, the remedying of any breach or performing of any obligation of the Tenancy have been complied with and the exchange will not result in either statutory overcrowding or the property becoming under occupied by more than 1 bedroom.

5.6.2 We shall not unreasonably withhold our consent and if withheld other than on one of the grounds contained in Schedule 3 to the Housing Act 1985 it shall be treated as given in the same manner and determined as if the matter rose for determination between a secure tenant and their landlord.

5.6.3 We may not rely on any of the grounds contained in Schedule 3 to the Housing Act 1985 unless we have, within forty-two days of your application for consent, served on you a notice specifying the ground and giving particulars of it.

5.6.4 Save as provided by Sub-Clause 5.6.1.5 above a consent required by virtue of this Clause shall not be given subject to a condition and a condition imposed otherwise than as so provided shall be disregarded.

5.7 Rights of succession

5.7.1 On your death and as long as you are not a successor (as defined in Clause 5.7.2.), the following persons have the right to succeed to this tenancy:

5.7.1.1 your spouse or a person living with you as your husband or wife or partner provided that they occupied the Premises as their only or principal home at the time of your death. Under Section 17 Housing Act 1988 this right occurs automatically.

5.7.1.2 any surviving joint tenant(s) if they occupied the property as their only or principal home at the time of your death. This will occur even if you are already a successor.

5.7.1.3 if you have no surviving spouse or partner or joint tenants a member of your family (as defined in Section 113 Housing Act 1985) or a partner of the same sex may succeed as long as: -

- they occupied the Premises as their only or principal home; and
- they lived with you throughout the period of 12 months ending with your death (this condition does not apply to partners of the same sex); and
- they satisfy us (acting reasonably) that they have a right to inherit the tenancy under your Will or your Intestacy; and
- they notify us in writing of their claim to succeed within 6 months of your death (at our discretion we may allow a longer period); and
- they apply for the Grant of Probate and/or seek to have the tenancy vested in them under your Will or your Intestacy within six months of your death (at our discretion we may allow a longer period)

if any of the conditions set out in Clause 5.7.1.3 are not complied with we may use Ground 7 (see Clause 4.9) to end the tenancy. Members of your family may still be able to succeed under Clause 5.8 below.

5.7.1.4 If there is more than one member of your family and/or partner qualified to succeed under Clause 5.7.1.3 they should agree which of them shall claim the benefit. If more than one claim is received and the claimants cannot resolve the dispute within a reasonable time then we may decide which claim to accept or we may use Ground 7 to end the tenancy of the Premises with such claimant as we shall in our absolute discretion select.

5.7.2 You are a "successor" for the purposes of this Tenancy Agreement if you: -

5.7.2.1 are a person who was a joint tenant and have become a sole tenant; or

5.7.2.2 are a spouse in whom the Tenancy has vested under Section 17 Housing Act 1988; or

5.7.2.3 fall within the definition of successor set out in Section 17(3) Housing Act 1988: or

5.7.2.4 became the tenant under the Will or Intestacy of a former tenant of the Premises; or

5.7.2.5 were granted this tenancy under a right of succession granted by us under any Tenancy Agreement containing provisions similar to Clause 5.7 or 5.8 of this Tenancy; or

5.7.2.6 you became the tenant as a result of an assignment other than in the circumstances set out in Clauses 5.7.2.7 and 5.7.2.8; or

5.7.2.7 became the tenant as a result of a court order under Section 24 of the Matrimonial Causes Act 1973 and the other party to the marriage was a successor; or

5.7.2.8 became the tenant under the right to exchange (see Clause 5.5) and you were a successor under your previous tenancy.

5.8 Special succession Rights

If you are not a successor as defined in Clause 5.7.2 and if on your death there is no person who is liable to succeed under Clause 5.7.1, we agree that if a person:

5.8.1 is a member of your family (as that expression is defined in section 113 of the Housing Act 1985 or a partner of the same sex); and

5.8.2 lawfully occupied the Premises as their only or principal home at the time of your death and lawfully resided with you throughout the period of twelve months ending with your death (this twelve month period does not apply to partners of the same sex); and

5.8.3 makes a claim in writing to us within three months of your death or such longer time as we shall in our discretion allow;

then we will use Ground 7 to end this Tenancy and will enter into a new Tenancy with such person either of the Premises or at our discretion of other Premises that we consider to be more suitable and such Tenancy shall be upon such terms and conditions (having

regard to the Residents' Charter) as we consider appropriate PROVIDED THAT if more than one person makes a claim under this Clause 5.8, we, in the absence of Agreement between such claimants, will in our absolute discretion select the person who may pursue the claim.

5.9 Right To Buy

5.9.1 Whilst you are a "qualifying person" or a "qualifying successor" (as those expressions are defined in Section 171B of the Housing Act 1985 (as amended)) we confirm that you have the right to buy the Premises on the terms set out in Sections 171A to 171H of the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993 or any further Regulations made under Section 171C of the Housing act 1985 or any statutory modification or re-enactment of those provisions for the time being in force ("the PRTB Legislation").

5.9.2 By way of further rights we hereby agree that the PRTB Legislation shall apply to a person succeeding to this tenancy in accordance with the provisions of Clauses 5,7 or 5.8 and such a person shall be deemed to be a qualifying successor for the purposes of the PRTB Legislation PROVIDED THAT the functions of the District Valuer referred to in the PRTB Legislation shall be carried out by and independent valuer acting as an expert who shall be appointed by Agreement between us or failing Agreement on the application of either of us by the President for the time being of the Royal Institution of Chartered Surveyors and whose costs shall be paid in equal shares by both of us.

5.9.3 In addition to your rights under the PRTB Legislation you may also have a right to acquire the Premises under Section 16 of the Housing Act 1996 subject to the provisions of that Section and any regulations made under it.

6 General

6.1 You agree that notices (including notices of legal proceedings) may be served on you by us either personally or by posting them (by registered post) to or leaving them at the Premises or (if different) your last known address.

6.2 All references in this Tenancy Agreement to statutory provisions are deemed to include references to those provisions as amended varied replaced or re-enacted from time to time.

6.3 The Premises which are the subject of this Tenancy are held by the Hyde Southbank Homes a charity which is an exempt charity.

Need more information?

You can find out more about the proposals by calling:

- **Graeme Russell at Lambeth Council on 020 7926 3454 or the Council's Freephone Helpline on 0800 013 0332**
- **Pauline Foster at Hyde Southbank Homes on Freephone 0800 328 4564**
- **Louis, Roman or Mike at FIRST Call, the Independent Tenant Advisers, on Freephone 0500 295 999**