

# **20/20 Housing Co-operative**

## **Tenants Handbook (Revised 2006)**



## Contents

<b>Details</b>	<b>Page Number</b>
<b>20/20 Co-operative – a brief History</b>	<b>4</b>
<b>Aims of the Co-operative</b>	<b>5</b>
<b>Equal and Diversity Policy</b>	<b>6</b>
<b>Membership Policy</b>	<b>11</b>
<b>Code of Conduct</b>	<b>13</b>
<b>Community Lettings Policy</b>	<b>16</b>
<b>Transfer Policy and Procedure</b>	<b>22</b>
<b>Exchange Policy and Procedure</b>	<b>24</b>
<b>Appeals Procedure</b>	<b>27</b>
<b>Rent Arrears Policy and Procedure</b>	<b>28</b>
<b>Former Tenants Arrears</b>	<b>32</b>
<b>Repairs Policy</b>	<b>34</b>
<b>Tenant Damage Procedure</b>	<b>43</b>
<b>Re-lets ; empty homes policy</b>	<b>45</b>
<b>Decorating allowances</b>	<b>51</b>
<b>Contractor Selection and Review</b>	<b>55</b>
<b>Tendering Procedure</b>	<b>56</b>
<b>Anti-Social Behaviour statement, Policy and Procedure</b>	<b>57</b>

---

<b>Financial Procedures and Standing Orders</b>	<b>67</b>
<b>Expenses policy</b>	<b>77</b>
<b>Breakdown of Joint Tenancy</b>	<b>81</b>
<b>Racial Harassment Policy and Procedure</b>	<b>84</b>
<b>Abandon Property Policy and Procedure</b>	<b>88</b>
<b>Complaints Policy and Procedure</b>	<b>89</b>
<b>Confidentiality Policy</b>	<b>92</b>

---

## **20/20 Housing Co-operative A Brief History**

20/20 Housing Co-operative is registered under the Industrial Provident Societies Act 1965 and is defined as a “Fully Mutual Housing Co-operative” under the rules registered with the Registrar of Friendly Societies.

The Co-operative like other Registered Social Landlords is registered with the Housing Corporation and is monitored accordingly.

20/20 is a very independent organisation and relies on tenant involvement to ensure the Co-operative continues to thrive.

The Co-op (Tenants) organise their own repairs and maintenance service, control rent arrears, operate their own waiting list, interview applicants, allocate houses and take an active part in many other areas involved in the day to day running of the Co-op.

20/20 members voluntarily and without pay control and maintain services to maximise the benefits for all tenants, which means they all know each other and through regular meetings - know what is going on and are able to tackle the issues faced by the tenants.

Members of the Co-op feel they are involved in the running of their houses, and are not just tenants who have no say in what happens to them. 20/20 feels this is a very important part of living in a community.

But it does not stop there - all new members are actively encouraged to get involved with the running of the Co-op and those who feel they are not able to for whatever reasons are offered training and support. By joining 20/20's committee people can see how things are run and once involved they find they have the skills and abilities to continue the great work the original ten families started.

The future looks bright for 20/20 and a further development

Members of 20/20 Housing Co-operative are rightly proud of what they have achieved and with the continued help of new and existing members 20/20 will remain one of the jewels in the crown of Co-operative Housing.

# 20/20 Housing Co-operative

## Aims

- **To Build Good Houses**
- **To build and maintain communities**
  - **To build an active, membership**
  - **To House families in housing need within the area**
  - **To manage good quality housing**
  - **To treat people equally**
- **To ensure everyone has an equal say**

All members have an equal say and a policy is not adopted or amended until approval is gained via a general meeting to which ALL members are invited.

Members elect a committee each year at the annual general meeting. The committee carries out the day to day running of the co-operative

Participation of members is the most valuable part of the Co-op Meetings.

A Co-op is like any other organisation; it requires agreement on purpose and a regular review of what it is doing.

The Co-op develops policies based on principles and opinions and of course, relevant law and good practice guidelines.

The ways in which the policies are carried out are - procedures.

## 20/20 Housing Co-operative

### Equality and Diversity Policy

#### 1. Introduction

Co-operatives have always been committed to the principles of treating all people equally whilst recognising their individuality. This is stated clearly in the Co-op Principles; in particular Principles 1 and 7.

##### ***1<sup>st</sup> Principle: Voluntary and Open Membership***

Co-operatives are voluntary organisations, open to all persons able to use their services and willing to accept the responsibilities of membership, without gender, social, racial, political or religious discrimination.

##### ***7<sup>th</sup> Principle: Concern for Community***

Co-operatives work for the sustainable development of their communities through policies approved by their members.

The challenge for housing co-operatives is putting these principles into action in a way that responds to the communities that we serve and that meets the legal requirements on public bodies and the regulatory requirements of the Housing Corporation. [See appendix for more details].

The aim for housing co-operatives must be to ensure that we provide and manage housing in a way that is open, fair and democratic and which is rooted in the community. Key policy areas for housing co-operatives are:

#### **2. Ensuring that membership of 20/20 is open to all and that 20/20 is run in a democratic and open way.**

##### ***Recruitment and selection of members***

20/20 will seek to recruit new residents as and when there is a reasonable chance of accommodation being made available. General full membership of the Co-op will only be offered to people when an offer of accommodation has been made and accepted. In recruiting new members the Co-op will take steps to ensure that every opportunity is given to people from the local community and to people who wish to join the local community to put their names forward. Selection for membership will be based on an objective assessment of housing needs and on a 'co-operability test'. This test is designed to assess the extent to which the prospective member is prepared to be an active contributor to the co-op. The test will be administered in a way that is fair, open and non discriminatory.

### ***Support for members***

So that new [and existing] members can feel part of the co-op community 20/20 will seek to offer a variety of social and educational opportunities to all members so they can take a full part in the life of the co-op. These opportunities will take account of the full range of people living in the co-op so that they can all be involved if they wish.

### ***Meetings of members***

In line with its rules the co-op will hold regular general meetings for all members at which:

1. key policy decisions can be discussed and decided on
2. members can receive reports on the activities of the management committee and on the performance of the co-op
3. items of general concern and interest can be shared with members

The co-op will seek to ensure that the way in which it holds its meetings and conducts its business does not exclude any member who wishes to be involved. This to include the choice of venue for meetings, the timing of meetings and the provision of childcare.

### ***Formation of the committee***

In line with its rules the co-op will seek to encourage all members to consider putting themselves forward to join the Management Committee of the co-op so that they can play a part in running the co-op for the benefit of the members and the wider community.

The Management Committee will seek ensure that the way in which it holds its meetings and conducts its business does not exclude any member who wishes to be involved. This to include the choice of venue for meetings, the timing of meetings and the provision of childcare and of reasonable expenses.

### ***Support for the committee***

The Management Committee will seek to ensure that all committee members are able to participate fully in meetings. This should include training opportunities for members and special facilities for members who might be disabled or who might experience some other limiting factor.

### ***Monitoring and reviewing performance***

The co-op will monitor the recruitment of new members and the participation by members at meetings and in the Management Committee to ensure that the membership reflects the community and to assess the pattern of involvement in the co-op. If it becomes clear that certain groups are not accessing the co-op and/or they are not participating in the business of the co-op then steps will be taken to address the problem.

#### **4. Ensuring that the housing that is provided by the co-op is accessible to the community**

##### ***Allocating housing***

The co-op or its agent will operate a waiting list for people who wish to join the co-op and be provided with accommodation. In operating its waiting list the co-op will seek to publicise when the list is open widely, giving all interested and eligible persons the chance to apply. The co-op will also accept appropriate nominations from the Council and will work with other referral agencies.

When offering accommodation to existing or prospective members the co-op will ensure that the selection procedures are open, fair and open to challenge. The allocations policy of the co-op sets out in detail the access and resident selection procedures of the co-op.

##### ***Monitoring and reviewing performance***

The co-op will monitor the allocation of accommodation and will seek to ensure that the needs of the community are properly reflected in its allocations whether from its own waiting list or by nominations. Detailed records will be kept of lettings by need group and the co-op will make information available on lettings.

#### **5. Ensuring that new housing provided by the co-op reflects the changing nature and priorities of the community**

##### ***Researching community needs and aspirations***

The development of new accommodation is a membership decision. Where new accommodation is provided, the co-op will ensure that it reflects both the changing needs of its members and the needs and priorities of the local community. In doing this the co-op will endeavour to obtain information about future needs and aspirations and to match its accommodation to these.

##### ***Looking at new forms of provision***

The co-op will seek to provide new accommodation in a way that offers new and prospective members choices and options and which gives people the chance to influence the design and layout. The co-op will try to develop and locate its new housing in a way that brings benefits to the whole community.



## **6. Providing safeguards for all co-op members that are designed to deal with harassment and anti social behaviour**

### ***A 'good neighbour' policy***

Members are encouraged to take an active role in the co-op and its Management Committee. This includes seeking to support other co-op members as 'good neighbours'. If differences of opinion occur or there are local disputes then the co-op will seek at all times to bring people together and if necessary to use mediation to overcome conflict.

### ***Strong and effective policies and procedures for dealing with harassment and neighbour nuisance***

At the same time the co-op will take firm action in support of members who experience any form of harassment and it will set out clear policies and procedures on dealing with harassment and other forms of anti social behaviour.

## **7. Ensuring that all partner organisations are committed to the same principles of equality and diversity and that they have effective policies in place.**

### ***Management and legal services***

In selecting partner organisations the co-op will ensure that their policies on equality and diversity are in line with the co-op's policies and practices.

### ***Contractors***

In selecting building contractors the co-op will ensure that their policies on equality and diversity are in line with the co-op's policies and practices.

## **8. Working to build and maintain inclusive communities**

### ***A pro- active role in the neighbourhood***

The co-op will seek to play a constructive role in the surrounding neighbourhood and to do all it can to build a strong community. The co-op will work with other organisations that share these objectives.

### ***Supporting good citizens***

The co-op will encourage its members to play an active role in the surrounding neighbourhood and it will liaise with other local organisations to identify opportunities.

20/20 Housing Co-operative wishes it to be known that it is an equal opportunities housing co-operative and is committed to ensuring equality of opportunity and access to all of its services. In doing so it will have regard to the following relevant equal opportunities legislation:

- Race Relations Act 1976
- Sex Discrimination Act 1975
- Rehabilitation of Offenders Act 1974
- Disability Discrimination Act 1995
- The Protection from Harassment Act 1997
- The Crime and Disorder Act 1998

The Co-op recognises that discrimination does occur in society, and so will strive to oppose all forms of discrimination within the co-op and will actively fight discrimination whenever it occurs.

The co-op will not discriminate, and will not allow discrimination, on the grounds of age, disability, gender, race, religion and /or belief, sexual orientation, or country of origin.

## 20/20 Housing Co-operative

### Membership Policy

20/20 Housing Co-operative is a fully mutual Co-operative and as such – all tenants MUST be members and prospective tenants must be willing to become members.

Members are those who have a share in the Co-operative and whose names are entered in the register of members. All members must pay £1 for one share. This share gives each member a voting right within the Co-operative and the rights and responsibilities of being a member.

All members of the Co-operative will be expected to fulfil their membership requirements and as 20/20 Housing Co-op is dependent on its members to assist to run the Co-operative, the following are required:



- to attend General meetings and actively participate in the decision making process
- to attend relevant training sessions organised by the Co-operative to ensure the Co-operative is able to meet the requirements of the Housing Corporation under the regulatory code.  
**( Properly governed 2.2 – The way forward – Our approach to regulation)**
- to up hold the Co-operative principles

20/20Housing Co-op aims to actively assist all members to meet their membership requirements by providing relevant training and striving to widen the definition of participation.



All members' views, skills and interests are encouraged, welcomed and through working together the Co-operative's overall aims and objectives can be achieved for the benefit of all members. The Co-op will ensure this policy is implemented in conjunction with the equal opportunities policy at all times.

**20/20 Housing Co-operative exists through the voluntary contribution of its members and therefore active membership is paramount to the Co-operative's success/ existence.**

## Termination of Membership

Members of the Co-operative cease to be members if they die, resign or are expelled. Members automatically lose their membership if their tenancy ends or if they stop occupying the Co-operative's property.

Membership is also lost if a prospective tenant decides they no longer want a Co-op house.

## Expulsion from Membership

If a member of the Co-op is guilty of 'conduct detrimental to the interests of the Co-op' he/she can be expelled from membership by a resolution carried by two-thirds majority of those present and voting at a properly notified General Meeting (Abstentions will not count).

Examples of detrimental conduct: -

- Embezzlement of Co-operative funds
- Falsification of Co-op records for either personal advantage or to cover up omissions or mistakes
- Persistent disruption of Co-op meetings
- Misrepresentation of the Co-op

Written details of the reasons for proposing expulsion must be sent to the member at least one month before the meeting will be held, asking them to attend to answer the complaint. The meeting will proceed without the member present as long as appropriate notice has been sent.

*(The Co-operative's Fully Mutual Rules apply)*

If the General Meeting results in the expulsion of a member then their tenancy will be ended and court action will proceed to take possession of the tenancy.



The Co-operative will only take this action when all other options to remedy the situation have been explored and when the Co-op is satisfied that:

- the conduct complained of has taken place
- the conduct complained of was/is detrimental to the Co-op
- the conduct complained of had not ceased.

## 20/20 Housing Co-operative

### Code of Conduct policy

The objective of this policy is to specify how co-op members should behave within the co-op, when on co-op business and in connection with any agent, contractor or staff of the co-operative. Co-op members should maintain a high standard of conduct and probity.

#### 1. General

- 1.1 The co-op will, from time to time, review the stated values of the co-op, and how those values are implemented in practice.
- 1.2 Co-op members must ensure that all who reside at the premises and visitors to the premises maintain acceptable behaviour standards and not cause offence towards external agencies and contractors employed by the Co-operative.

#### 2. Behaviour at meetings

- 2.1 Co-op members must ensure that their private and personal interests do not influence their decisions, and that they do not use positions of responsibility within the co-op to obtain personal gain of any sort that does not apply equitably to all members.
  - 2.2.1 Co-op meetings are informal, but all members must recognise the role of the Chair throughout meetings. All questions, comments and points of view should be expressed through the Chair. Co-op members should respect other member's viewpoints and encourage all members to express themselves.
  - 2.2.2 Discussions that are not relevant to the meeting should not take place during the meeting.
  - 2.2.3 All members should abide by the co-op's Equal Opportunities policy at meetings and should ensure that no comments are made that could be deemed offensive.
  - 2.2.4 Members should not resort to behaviour that could be considered aggressive (e.g. swearing, name calling, shouting, finger pointing). Members may challenge this sort of behaviour either at the time or subsequent to the meeting through the Chair.
  - 2.2.5 Members should abide by the agenda prepared for the meeting. If members wish to raise issues not on the agenda, they should bring these up under 'Any Other Business'. Wherever possible, the Chair should be notified of such items before the meeting. Repairs must be reported through the usual channels and not at a meeting.
  - 2.2.6 Members should not attend meetings under the influence of alcohol or non prescription drugs.

## **2. Confidentiality**

- i. Members should maintain the confidentiality of all items deemed confidential by the chair of the co-op. Members of the housing management, repairs and finance committees should keep all members' personal information strictly confidential to the relevant sub-committee or staff.
- ii. Sub-committees will ensure that members' personal information is reported anonymously at general or management committee meetings of the co-op.

## **4. Declaring a personal interest**

4.1.1 All co-op members should inform the co-op's secretary of any interests that may lead to a potential conflict of interest, such as working for a building company that the co-op may employ as a contractor. The co-op will maintain a register of interests.

4.1.2 Co-op members should inform the Chair of any personal interest in an issue prior to the discussion of the said issue on the agenda. Depending upon the nature of the personal interest the person may be required to leave the meeting whilst the issue is discussed. Co-op members should not attempt to influence another co-op member on an issue for which they might have a potential conflict of interest.

## **5. Hospitality & Gifts**

5.1.1 Co-op members should ensure that they are meticulous about receiving hospitality and gifts when engaged in co-op business to ensure that:

- personal gifts with a significant monetary value are not accepted,
- hospitality is not accepted if it could be seen as a way of exerting an improper influence over the co-op's decisions
- gifts and hospitality are formally recorded in a register, apart from inexpensive items, such as working meals or free calendars.

The co-op will not offer hospitality or gifts to individuals or organisations with which it does business of a significant monetary value or where it could be seen that the hospitality or gifts are a way of exerting an improper influence over the decisions of another person or organisation.

## **6. Breaches of this policy**

Where it is determined that a co-op member has breached this policy, the governing body of the co-op will determine what action will be taken.

Members of the governing body that are party to a breach of this policy will usually be required to leave the meeting when the breach is being discussed. If a co-op member believes that the

governing body of the co-op has breached this policy, they should follow the co-op's Complaints Procedure. Where appropriate, a third party will be asked to adjudicate on the matter.

## 20/20 Housing Co-operative

### Community Lettings Policy

#### Policy Objectives

- to allocate and let properties in such a way as to maximise the potential for new **members** to become active within the co-op and/or the community, and to maximise the potential to establish a strong and balanced community
- to ensure that the co-op's Equality and Diversity Policy is implemented in allocations, transfers and exchanges
- to enable the Co-operative to offer low cost housing.
- To ensure that the Co-operatives homes are let in a timely and organised fashion.

#### 1 EQUAL OPPORTUNITIES

- 1.1 The co-op will ensure that its allocations policy does not discriminate against any applicant on the grounds of race, religion, gender, ethnic origin, age, disability or sexuality.
- 1.2 The co-op will ensure that its allocations policy abides by all relevant equal opportunities legislation including sections 20 & 21 of the Race Relations Act 1976, the Commission of Racial Equality Code of Practice, sections 2 & 30 of the Sex Discrimination Act 1975 and the Disability Discrimination Act 1995. The co-op will undertake to observe Section 15 of the Housing Act 1988 with regards housing staff, members and their close relatives. The co-op will also comply with the requirements of the Housing Corporation's Tenants Guarantee 1989.
- 1.3 Applicants will be invited to describe their ethnic origin, sex and disabilities for monitoring purposes on the application form. Figures on applications and allocations will be compiled on an annual basis and if there is a wide variance between the percentage of allocations to minority groups and the surrounding population, the co-ops will examine this issue, and propose action to rectify.
- 1.4 Information on making an application in languages spoken within the local community, and in large print, Braille and cassette, will be supplied to any applicant as necessary.

#### 2 ACCESS

- 2.1 Access will not be restricted by requesting deposits, rent in advance or by having residential qualifications.



### 3 APPLICATIONS

- 3.1 The co-op will allocate a % of its properties to local authority nominees, in accordance with it's agreement with the local authority.
- 3.2 The co-op will allocate the remainder of its properties, and any properties for which the local authority fails to make allocations for within reasonable timescales, to persons on the waiting list.

### 4. THE WAITING LIST

- 4.1 The waiting list will be publicised as widely and as fairly as possible. Particularly regard will be given to advertising the waiting list to ethnic minorities and other potentially disadvantaged groups who are not reflected within the organisation in comparison to data for community.
- 4.2 The waiting list will be opened and closed at the discretion of our managing agents, BCHS. It will include new applicants and exchange applicants, and will include separate waiting lists for 1-bed, 2-bed, 3-bed and 4-bed accommodation. Membership of the waiting list will be reviewed once every 6 months.
- 4.3 Each applicant to the waiting list will be sent:
  - information on Housing Co-ops and areas
  - an application form for completion
  - a pre-assessment form to encourage informed choice.
- 4.5 Help and advice on completing the application form will be provided as requested.

### 5. ASSESSMENT OF APPLICATIONS

- 5.1 The Co-operative's managing agent, BCHS will assess applicants in line with procedure and place on relevant list. For instance:

- **a waiting list for those in severe housing need – BAND A**

Those whom our managing agents, BCHS consider to meet the following criteria will be placed on the waiting list for those in severe housing need:

- applicants who are homeless
- applicants living in severely overcrowded homes
- applicants facing extreme security of tenure issues
- applicants living in extremely poor quality housing
- applicants suffering extreme forms of harassment
- applicants with particular extreme medical conditions, infirmity, disability or criteria caused by the age of the applicant

- **a waiting list for those in housing need – BAND B**

Those whom our managing agents, BCHS consider to meet the following criteria will be placed on the waiting list for those in housing need:

- applicants who suffer from less extreme severe housing **need** criteria
- applicants living in non self contained accommodation
- applicants living in homes lacking facilities, such as access to a kitchen or bathroom
- applicants who need to live nearer to other family or household members
- applicants suffering due to family or other disputes
- applicants who need to live independently of their family or current household

- **a waiting list for those not in immediate housing need – - BAND C**

- All other applicants will be placed on this list.

5.2 Applicants will be placed in the relevant Band in date order. Throughout the year 50% of lettings will be made to Band A, 30% to band B and 20% to band C

## **6. INTERVIEW – COMMUNITY / CO-OPERABILITY TEST**

- 6.1 Upon a property becoming available an interview process will take place.
- 6.2 An interview will be conducted at the office or applicants address by at least 2 members of the lettings sub-committee. The focus of the interview is to ascertain the applicant's commitment to the community and co-operative as housing need has already been determined.
- 6.3 The interview committee will make an objective judgement of the applicants likely participation based on a co-operability/community test that has formed part of the interview.

## **7 OFFERING PROPERTIES/INTRODUCING MEMBERS TO THE COMMUNITY**

- 7.1 The Co-operative is committed to encouraging and assisting successful applicants to become active members. To enable this process the Co-operative will follow the 'hand over' procedure to include:
- Introduction to the Co-operatives policies and procedures via a tenant's handbook.
  - Invitation to become a shareholding member of the co-operative.

- Information booklet on the local area including doctors, dentists, schools, crèches etc.
- List of the co-operatives meeting dates
- Date for introductory training
- Date for 'settling in' visit.

## **8 REPORTING AND MONITORING**

- 8.1 The co-op will keep records of all nominations and allocations decisions made.
- 8.2 Data to analyse applications to waiting list and lettings reflects the diversity of the community.
- 8.3 Positive action plans will be put in place to rectify any shortfall as identified by

## **9 APPEALS**

- 9.1 All Applicants have the right to appeal against any decision made. Information on the appeals process will be provided as a matter of good practice to applicants/member at the time of the decision.

### **20/20 Housing Co-operative**

#### **Community Lettings Procedure**

#### **Administration: To be completed by BCHS.**

- ❖ Applications forms will only be issued for the general waiting list during the period it is open.
- ❖ Application forms will be allocated a reference and applicants will have three weeks to complete and return the form.
- ❖ Each applicant will receive a leaflet on Co-operative Housing and a pre questionnaire with the application form.

#### **Returned Forms:**

- ❖ Returned forms will be cross referenced and marked as returned within two days of receipt.
- ❖ Application will be assessed and placed in relevant band and bed size folder in date order within two weeks of receipt.
- ❖ If application form does not contain all relevant information it will be placed in pending file. Applicant will be requested to provide information within three weeks.
- ❖ Upon return of information application will be assessed as above.

- ❖ If information is not received applicant will be removed from assessment unless relevant circumstances have been accepted for extension.

### **Void Property:**

- ❖ Upon a property becoming void, BCHS will inform the Lettings sub-committee if application is due from waiting list, transfer or Local Authority nomination.
- ❖ Waiting List Applicant. In accordance to policy office will select top three from relevant band and bed size within two days of notification.
- ❖ Office will notify interview committee/officers and obtain a date for interview, which should be no later than four days from notification.
- ❖ Lettings sub-committee will confirm home or office interview.
- ❖ Office will send notification to applicants giving two or more days notice.
- ❖ If application is from city nomination office will request nomination in agreed format within two days of void notification.
- ❖ Action will continue as above.
- ❖ If City fail to nominate office will record failed to nominate number and continue with waiting list application.

### **Interview: To be completed by Lettings sub committee**

- ❖ Lettings sub-committee will carry out interviews in agreed format
- ❖ Lettings sub-committee will record answers to set Co-operability test and award points after the interview in accordance to matrix.
- ❖ Interviewing officers will notify office on set sheet within one day of interview. Office will notify applicants of decision within four days of interview regarding the decision. (Office will notify City Council if applicable in the agreed format within one day of interview.
- ❖ Office will return unsuccessful applicants to waiting list or remove as directed by Lettings sub-committee results sheet.

### **Offer of accommodation Tenancy sign up – Managing Agents**

- ❖ Tenant sign up will be carried out in the office following the tenancy sign up procedure

### **Membership**

- ❖ New Tenants will be asked to pay one pound for their share at sign up and obtain a receipt from BCHS
- ❖ BCHS will notify 20/20 Housing Co-op of new member
- ❖ Share certificate will be sealed and issued at next available General meeting at which the Tenant should be present.

### **General waiting list**

- ❖ A review letter will be sent to all applicants every six months

- ❖ The applicant will have two weeks to confirm they wish to remain on the waiting list.
- ❖ Returned reviews will be noted applicant will remain on list in current position.
- ❖ Non- returned forms will be noted applicant will be removed in accordance to removed procedure.

### **Refusal of suitable accommodation**

- ❖ Applicants refusing a suitable offer of accommodation without just cause will be removed from the waiting list for twelve months.

### **Transfers**

- ❖ Transfer requests can be made during a closed waiting list period.
- ❖ Transfer forms will be issued as per waiting list and all other procedures will follow in accordance to the afore mentioned

## 20/20 Housing Co-operative

### Transfer Policy

20/20 Housing Co-operative aims to meet the housing needs of their members whenever possible. Therefore those members requesting transfers will be given priority over waiting list applicants to be able to minimise overcrowding and under occupation within the Co-op.

However, as the Co-op is small in comparison to Housing Associations and has a low turnover of properties this will not always be possible and members are advised to actively pursue other Landlords who may be able to meet their requirements. The Co-op will aim to provide advice and support to all members who require re-housing.

20/20 Co-op will issue transfer forms to any member upon request, however once returned an initial check will take place based on the criteria below:

- ✓ Applicants must have lived in their property 12 months prior to their application
- ✓ Applicants must not have a current Notice to Quit against their tenancy
- ✓ Applicants must have a clear rent account (no rent arrears)
- ✓ Property must be in a lettable condition (left as found)

In extreme circumstances – exceptions may be made such as:

- Domestic violence, Harassment etc.
1. All transfers request meeting the above criteria, will be sent to the co-op's next Housing Management committee meeting for approval.
  2. Transfer requests meeting the criteria will be assessed as per the Community Lettings procedure but priority will be given to members within the Co-op and applications will be placed on a separate Joint Transfer list where the applicant can be considered for housing by other Housing Co-operatives.
  3. If the Co-operative is unable to assist members with alternative accommodation within the Co-op, nomination and referral methods will be considered

Exchange applicants should follow the exchange procedure.

#### **Lettable Condition**

Upon a transfer request being accepted with no arrears on account, a home visit will be made to ascertain current condition.

**Available Property**

Upon a suitable property becoming available for transfer the Co-operative will ensure:

1. Clear rent account.
2. Property condition meets lettable standard and work has been completed as above.

In the event of more than one applicant being suitable and applying at the same point on list priority will be given to active members.

**Allocation of properties**

- 2 bedroom house – 2- 4 persons
- 3 bedroom house - 3 - 5 persons
- 4 bedroom house – 4 – 7 persons

## 20/20 Housing Co-operative Exchange Policy

20/20 Housing Co-operative aims to assist all tenants who wish to seek an exchange and will not unreasonably refuse a mutual exchange. Mutual exchanges will be allowed with other tenants of the Co-op and other social Landlords, provided the incoming tenant(s) meet the Co-operative's criteria and the correct procedure is followed.

- Co-operative Tenants must have lived in their property for 12 months prior to seeking an exchange and their rent account must be clear of arrears and remain so throughout the exchange procedure.
- Both properties must be suitable to the housing needs of both parties and the Tenants must be prepared to accept the property in the condition that it is in.  
(This does not affect the Tenants – right to repair).

Members are requested to follow the stages below: -

1. Pass a written request for permission to look for an exchange to your Co-operative (preferably via BCHS office).
2. BCHS will carry out initial check: clear rent account and 12 months in property.
3. BCHS will send Exchange forms and procedure to tenant. Tenant will then seek person to whom it wishes to exchange with.
4. When you have identified a person, tenant to complete the exchange details form and return immediately to BCHS.
5. BCHS will forward exchange forms to next Committee meeting. The Co-operative will act as per the attached procedure. **Please do not take any further action until you have been notified of the decision.**
6. An offer of accommodation will only be made following a formal interview assessment, which will be carried out at the tenant(s) home to verify circumstances stated within the application. The Lettings committee will have responsibility to select the transfer applicant to be re-housed or when necessary members of staff from BCHS will be appointed to carry out the interviews and make recommendations to the management committee. In this instance the management committee will make the final decision.

The Co-operative will only make exceptions to this policy if severe grounds exist – for example:

- Urgent medical grounds
- Domestic violence
- Racial harassment



The management committee will have responsibility to make decisions concerning exceptions to this policy.

**Right to Appeal**

You have the right to appeal against your Co-operative if you feel their decision was unjust. You should appeal in writing within 14 days.

An independent review board will then look at the application again. (BCHS)

If you are still in disagreement with their decisions you may put your complaint in writing to the Housing Corporation, Norwich Union House, Waterloo Road, Wolverhampton. WV1 4BP.

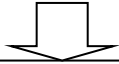
Your appeal will be heard within 28 days of receipt.

## 20/20 Co-operative's Exchange Procedure

Written request to seek an exchange received at BCHS office



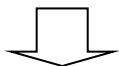
BCHS to check length of tenancy and clear rent account



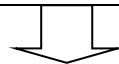
Initial criteria check



Letter sent to tenant(s) with  
Exchange details form



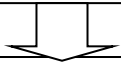
Exchange details form received from tenant and passed to committee



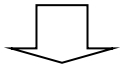
The Co-op will interview prospective tenant within 3 weeks and take up  
references



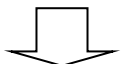
Suitable to Co-op tenancy –  
Satisfactory references  
received



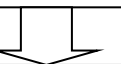
No rent arrears



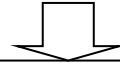
Full occupation of property



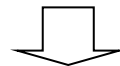
Exchange may go ahead



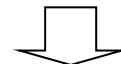
Written notification to be  
sent to both parties –  
exchange date to be  
formally agreed



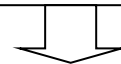
Initial criteria check - failed



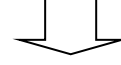
Letter sent to tenant(s)  
Advising of outcome / reason  
for refusal with future options



Not suitable to Co-op tenancy  
Unsatisfactory references and / or



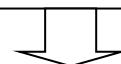
Rent arrears exist – and / or



Under occupation of tenancy  
or over occupation



No Exchange may take  
place



Written notification to be sent  
outlining reason(s) for refusal  
– advising Co-op tenant free to  
pursue another exchange

**20/20 HOUSING CO-OPERATIVE  
APPEALS PROCEDURE**

**This procedure applies to appeals in following areas :  
allocations, transfers and exchanges**

**Written Appeal received at registered office/ or form completed  
With assistance from office worker**



BCHS will notify Appeals panel and arrange an Appeal hearing within 28  
days of above & notify all relevant parties



Appeal to be conducted by at least 3 Lettings Officer form other Co-ops



Lettings sub-committee /BCHS will ensure all information and records are  
available  
For the Appeal hearing to take place.



All information to be considered and documented by  
Appeals Committee including member & representation party if attended



Following Appeals hearing format notify BCHS office worker  
Of decision who will write to applicant within 7 days of hearing



If applicant is still unhappy with the decision and wishes  
To take the matter further



Provide details of The Housing / ombudsman contact & address

## 20/20 Housing Co-operative

### Rent Arrears Policy

#### 1 INTRODUCTION

1.1 Housing Co-operatives depend on the rent collected from their members for their main source of income. It is therefore the policy of 20/20 Housing Co-operative (20/20) to keep the level of arrears to an absolute minimum in order to maximise income in the interests of the Co-operative and its members.

1.2 However, 20/20 recognises that arrears do occur, and that they arise primarily for 2 reasons;

- where tenants are unable to pay (perhaps due to an outstanding Housing Benefit claim)
- or where tenants are unwilling to pay.

Whilst a serious view will be taken of outstanding rent arrears due to non-payment, it is still recognised that many tenants are financially disadvantaged and a caring and sympathetic approach will be adopted.

1.3 This policy sets out the way 20/20 will take action due to non-payment of rent but also how to actively assist residents with Housing Benefit claims to make sure that all possible income is received.

1.4 20/20's management committee elects a housing management sub-committee which meets regularly and which has the day to day responsibility to ensure that this policy is operated effectively. 20/20 also employs BCHS to carry out some rent arrears work on behalf of the co-op, at the instruction of the housing management sub-committee.

#### 2 PAYMENT METHODS

2.1 At the lettings stage, new tenants will be advised of the amount of rent and service charge they need to pay and their responsibility to ensure that their rent is paid.

2.2 Rent may be paid into any post office, using a rent paying-in book, which will be supplied to the tenant when they move in. Subsequent rent paying-in books will be supplied by the Housing Management sub-committee.

2.3 For those in receipt of Housing Benefit, direct payment from the Local Authority will be encouraged.

2.4 Where tenants wish to pay monthly, this should be two weeks in advance and two weeks in arrears. In such cases, arrears action will

be taken when the account is two weeks or more in arrears. Tenants who wish to pay their rent monthly will be encouraged to pay by monthly standing order.

- 2.5 20/20 will send 6 monthly rent account statements to tenants showing all transactions.

### **3 DEALING WITH NON-PAYMENT**

- 3.1 This section refers to rent that is due from a tenant, and not to rent that will be paid once a housing benefit claim has been processed. However, if the tenant is only entitled to partial housing benefit, then this section will apply to the non-housing benefit part of the member's rent.

#### Contact

- 3.2 All tenants will be advised of the identity of the BCHS housing management representative working for 20/20 and will be encouraged to contact them to discuss any problems they have in meeting their financial obligations.
- 3.3 Tenants with any outstanding rent will be sent notification usually within 1 week of the overdue date. If the tenant then fails to bring the rent account up to date or fails to make contact, 20/20 will attempt to make personal contact with the tenant.
- 3.4 20/20 will attempt to establish direct contact with tenants, assess tenant's problems and agree realistic arrangements for repayment. 20/20 will try to ensure that tenants are receiving full advice/assistance and in particular, establish any eligibility to Housing Benefit.
- 3.5 20/20 will issue a Notice to Quit if the tenant fails to respond satisfactorily under clause 3.3 above. However, when this notice is served, 20/20 will make every attempt to make personal contact with the tenant.
- 3.6 As joint tenants are equally responsible for any arrears, 20/20 will take action against all joint tenants.

#### Legal action

- 3.7 20/20 will advise tenants, in writing, of their intention to commence legal action.
- 3.8 Notice to Quit action will normally be taken by 20/20 where tenants are in arrears of 6 weeks rent. Arrears cases will normally be entered into Court when the amount of arrears reaches a total of 10 weeks rent.
- 3.9 Once the decision is taken to enter an arrears case into court has been taken, legal costs will be incurred by the co-op. In all cases, 20/20 will

seek to recover these costs from the tenant in arrears. However, where legal action has been commenced or is threatened, and the tenant had agreed to and is maintaining arrangements for repayment, further legal action will only be taken if these agreements are broken.

- 3.10 Where all practical methods have failed, repossession proceedings through the County Court will be taken. In cases where the tenant is unable to clear the debt in full, a Suspended Possession Order will be sought, except in exceptional circumstances. A Suspended Possession Order means that the court will grant possession to the Co-op, but that this will be suspended if the tenant pays a weekly amount to the Co-op set by the court.
- 3.11 Having obtained a Court Order, where the tenant fails to respond, a Warrant of Execution will be sought and the tenant evicted. It must be stressed that this course of action will only be taken as a last resort. Whilst 20/20 would not wish to take action, which results in the eviction of tenants, it will do so if other attempts to recover arrears are unsuccessful.
- 3.12 Throughout all the above stages, constant efforts will be made by 20/20 to agree terms with the tenant and offer advice/assistance, including benefit and financial advice from outside agencies.

#### **4 DEALING WITH HOUSING BENEFIT CLAIMS**

- 4.1 It is the responsibility of each tenant to ensure that their rent is paid in full, even if they are entitled to housing benefit, but 20/20 will offer every assistance, through BCHS, to tenants to help them complete claim forms, assist in obtaining proof of income and copy and forward the form to the Benefit Section on behalf of the tenant.
- 4.2 An approximate calculation of the tenant's entitlement to Housing Benefit will be made and the tenants will be advised of the likely contribution they will have to make. It should be made clear that this is an approximate calculation and if there is an amount to pay then the tenant will be expected to pay this weekly, otherwise the non-payment policy will be followed.
- 4.3 20/20 will do what it can to build up a good relationship with the Benefits Section to enable BCHS to chase the progress of claims.
- 4.4 The tenant will be kept informed of any progress made on their behalf in chasing the claim for housing benefit, in particular if the claim is delayed by information the tenant should have provided.
- 4.5 The tenant will receive the fullest support in making their Housing Benefit claim, which, for example, might extend to a BCHS representative accompanying the tenant on a visit to the Benefit Office.

Recovery action where a housing benefit claim is outstanding

- 4.6 When the rent arrears are due solely to an outstanding Housing Benefit claim that the housing management sub-committee believes will be paid, then recovery action will not usually be taken.
- 4.7 If a tenant has to make a contribution towards the total rent, or if there is doubt about whether the tenant is entitled to full housing benefit, then recovery action will be taken if an agreed contribution is not made.
- 4.8 If a tenant refuses to claim Housing Benefit, will not provide information required, or does not take appropriate action to resolve their housing benefit claim, then recovery action will be taken. However, if required, every attempt to assist the tenant will be made.

**5 MONITORING**

- 5.1 20/20 will carry out systematic performance monitoring of the economy, efficiency, effectiveness and equity of all aspects of services associated with rent arrears. Regular reports will be made to 20/20 management committee detailing the Co-operative's position with regards to current arrears, former tenant arrears and sundry debtors and performance & trends.
- 5.2 When the Co-op is in a situation where a Notice to Quit will be issued; court proceedings will be taken; or an eviction is necessary, these decisions will be taken by the housing management sub-committee action after discussion with the BCHS housing management representative. They will all be reported to 20/20's management committee.

**7 SUMMARY OF KEY STAGES**

The following actions will be taken under normal circumstances at the discretion of the housing management sub-committee:

<b>TIME</b>	<b>ACTION</b>
1 WEEK AFTER AN OVERDUE PAYMENT	CORRESPONDENCE TO TENANT
2 WEEKS OR MORE IN ARREARS	ARREARS ACTION
6 WEEKS ARREARS	NOTICE TO QUIT ISSUED
10 WEEKS ARREARS	COURT ACTION
3 WEEK MISSED SPO PAYMENT	EVICTION

## 20/20 Housing Co-operative

### Former Tenants Arrears Procedure

The following procedure should be followed where a tenant has vacated and arrears are remaining on their account. It should be made clear to them that the Co-op will pursue the debt (including legal remedies) if an agreement to pay has been made.

Every attempt should be made to minimise the occurrence of Former Tenant Arrears (FTA) by adhering to the Co-op's Rent Arrears Policy and Procedure.

When a tenant gives notice, on leaving an acceptance of termination letter should be sent. This letter states how much their debt is upon expiry of their tenancy and also asks them to provide a forwarding address. Ask tenant to enter into an agreement to pay arrears. If no agreement is reached ask tenant for full payment of debt within 28 days.

If no response from former tenant, send final reminder giving 14 days notice to reach an agreement or legal action will commence.

#### **NO FORWARDING ADDRESS**

If the tenant does not leave a forwarding address, then informal approaches can be made by looking at previous information on their Housing Application form and sending a letter to that address.

An initial trace letter will be issued to any known address. This is an initial attempt to recover the outstanding debt.

In Housing Benefit cases it may be appropriate to hold any action for 28 days until housing benefit payments have been received.

If after sending the Initial Trace Letter, the former tenant responds and an agreement is made, then the account will be monitored for regular payments.

If satisfactory payments are not made or an agreement not kept to, or no forwarding address is provided then the case should be referred to the Committee for further instructions. Actions to be considered:

- ✓ Refer debt to tracing agency
- ✓ Recover debt through Small Claims Court. A letter should be sent to the former tenant notifying them of legal action to recover debt.

If trace is unsuccessful then a report will be submitted to the Committee outlining options.

If the tenant has a Money Judgement Order against them, then this can be enforced. You can also look at Attachment of Earnings Order.



Writing the debt off if all avenues of trying to recover the debt has been exhausted may be the ultimate decision by the Committee.

Committee will notify BCHS of any decision.

Court costs – ex tenants will be responsible for any legal costs incurred by the Co-operative, which will be added to arrears.

# 20/20 HOUSING CO-OPERATIVE REPAIRS POLICY

## Aims of our repairs policy

We aim to ensure the following through our repairs policy:

- a safe, secure and healthy living environment for our co-op members and people living with them
- a high quality, sensitive, responsive, efficient and cost effective repairs service
- enough money available in our budgets to pay for our responsive and planned maintenance repairs
- effective monitoring and review of our repairs service delivery
- meeting our legal and contractual repairs obligations

## 1 Repairs responsibilities

1.1 20/20 is responsible for maintaining the following items:

- all exterior and structural maintenance of homes and communal areas including the roof, walls, floors, drains, gutters, external pipes, doors, windows, fencing and gates
- installations for the supply of water, gas and electricity, sanitation, heating (including central heating systems, gas fires, gas water heaters, immersion heaters, electric fires)
- external and communal hallway redecoration
- entry phone, security and fire-fighting or protection systems

1.2 20/20 will ensure that all repairs are carried out in a professional and safe manner ensuring no injury or damage is caused due to our negligence.

1.3 20/20's members are responsible for the following items:

- interior decoration unless a repair we have carried out has caused damage

- replacing light bulbs and lost keys. In an emergency situation, we will arrange access for the member, but will recharge the member for costs of lost keys, fobs and any necessary works
- any repairs caused by neglect or damage by the member, their family or guests
- keeping member's gardens clean and tidy
- draught exclusion

1.4 We will publicise tenant repairs responsibilities in our tenant handbook.

## 2 Prioritising responsive repairs

2.1 Responsive repairs are isolated repairs that are carried out "on demand" in response to requests from members. 20/20 will prioritise repairs as either emergency, urgent or routine.

Definition	Examples	Target
<b>Emergency repairs</b>		
Repairs which put the health, safety or security of members or others at immediate risk or which affect the structure of the building adversely.	<ul style="list-style-type: none"> <li>• electrical faults and dangerous electrical fittings</li> <li>• burst water supplies involving escaping water</li> <li>• sewage overflowing internally &amp; blocked sewerage drains</li> <li>• total loss of water supply</li> <li>• no heating in winter</li> <li>• security risks to doors/windows</li> </ul>	24 hours (or sooner in some cases)
<b>Urgent repairs</b>		
Repairs which could affect health, safety or security of	<ul style="list-style-type: none"> <li>• leaks through roofs</li> <li>• water penetration through doors/windows</li> </ul>	7 working days

<b>Definition</b>	<b>Examples</b>	<b>Target</b>
residents; damage the property; or which could severely inconvenient residents if not addressed urgently.	<ul style="list-style-type: none"> <li>• partial loss of electrical outlets (lights or sockets)</li> <li>• no hot water</li> <li>• partial loss of water supply</li> </ul>	
<b>Routine repairs</b>		
Repairs that can be deferred without causing serious inconvenience to the member or someone else	<ul style="list-style-type: none"> <li>• general building repairs</li> <li>• external works (eg. fences and gates)</li> <li>• easing doors or windows</li> <li>• repairs to floors/paths that are not hazardous</li> </ul>	28 working days

- 2.2 Carrying out an emergency repair will involve making the home safe and secure. Subsequent necessary repairs will be carried out according to the priority of works needed.
- 2.3 Members will be asked to report gas leaks or smell of gas fumes directly to TRANSCO immediately and will be assisted to do so if necessary.
- 2.4 Routine repairs may be delayed if specialist work is required (ie. erecting scaffolding) or deferred if they are intended to be part of a forthcoming planned, cyclical, refurbishment or improvement programme.
- 2.5 As part of the prioritisation process, we will ask BCHS to take account of whether the member or someone living with them has any particular needs that mean that the repair should be carried out more quickly than the designated timescale and whether the time of year means that the repair should have a higher or lower priority. Particularly high priority will also be given to

repairs arising from harassment, domestic violence or offensive graffiti.

### **3 Planned and cyclical maintenance**

- 3.1 20/20 will arrange a stock condition survey of a percentage (high enough to be indicative of stock condition in all homes) on a periodic basis – frequently enough to ensure that we are able to plan for ongoing planned maintenance of our homes. We will also use these surveys to ensure that our homes meet the Government's Decent Homes Standard.
- 3.2 We will identify a lifespan for all major components in our properties and will consider replacing them at the end of this lifespan. Changes to lifespans for components will be agreed at a 20/20 General Meeting.
- 3.3 We will ensure that we maintain a 30 year business plan that includes sufficient resources to cover our future planned maintenance liabilities.
- 3.4 Our planned maintenance programme will include cyclical works such as external redecoration of properties and clearing of guttering.
- 3.5 We will publicise works to be carried out in our planned maintenance programme to our members on an annual basis.

### **4 Gas servicing**

- 4.1 To comply with our legal obligations, 20/20 will ensure that:
  - a register of our homes with a gas supply is maintained with up to date gas service dates
  - a contract with a suitably qualified contractor is established and delivered to appropriate standards

- our members are required to allow access to have gas appliances serviced on an annual basis. We will take legal action where a member does not arrange access for their annual gas service.

## **5 Service standards**

- 5.1 20/20 will develop a repairs “service standard” that sets out what our members should expect from the our repairs service. This service standard will be included in our tenants handbook.

## **6 Delivery of our repairs service**

- 6.1 20/20 will periodically review the best way to provide a cost effective and high quality responsive repairs service.

- 6.2 20/20 will employ BCHS to manage our responsive repairs service and our gas servicing programme, and to deliver our planned maintenance programme. BCHS’s management of the service will be in accordance with this policy and will include:

- receiving repairs requests from 20/20 members
- logging and prioritising repairs
- maintaining and managing our contractor list
- commissioning works to contractors
- carrying out pre and post inspections as necessary
- managing our gas servicing programme
- delivering our planned and cyclical maintenance programme on the request of our committee
- reporting on the repairs service to 20/20’s committee
- meeting periodically with relevant 20/20 officers to discuss delivery of our repairs service

- 6.3 20/20’s repairs will be delivered by BCHS in accordance with this policy and in accordance with BCHS’s repairs procedures (20/20’s repairs policy will take precedence in the event of any discrepancies between 20/20’s

policies and BCHS's procedures). 20/20 and BCHS will periodically review BCHS's repairs procedures.

- 6.4 20/20 will ask BCHS to pre-inspect repairs where there is uncertainty regarding the works that need doing, or where there is a repeat request to carry out the same repair that had been carried out previously. BCHS will ensure that it is aware of repeat repairs and where appropriate will ask the contractor who carried out the previous works to attend again for no additional cost.
- 6.5 20/20 will ensure that our members can report repairs during working hours to a BCHS phone number (free from landlines). BCHS will ensure that contractors allocated to carry out the work ring the tenant to arrange a suitable time for the repair to be carried out (if access to the home is required). Morning or afternoon appointments will be arranged by the contractor with the member.
- 6.6 20/20 will nominate one of its committee members to act as our Repairs Officer. Their role will be:
  - to oversee BCHS's delivery of the repairs service
  - to attend periodic meetings with BCHS representatives to discuss delivery of our repairs service
  - to act as a point of contact for BCHS regarding any issues that may need committee authorisation in between 20/20 committee meetings
  - to ensure that any items of significance regarding repairs are reported to the committee.

## **7 Contractors**

- 7.1 20/20 will agree a repairs contractor list to carry out responsive and other repairs. We will ensure that all contractors have relevant up to date qualifications and certification for work carried out, appropriate insurance certificates and tax status.

- 7.2 20/20 will require that contractors ensure that they comply with 20/20's equalities policy and service standard. Our Repairs Officer will review our contractor list with BCHS on an annual basis – meeting with contractors as necessary.
- 7.3 Where possible, we will agree an hourly rate with contractors.
- 7.4 BCHS will allocate response works to contractors on our contractor list as follows:
- all gas repairs will be allocated to our agreed gas contractor
  - specialist works will be allocated to appropriate specialist contractors
  - electrical works will be allocated where possible to an equal value amongst electrical contractors
  - general works will be allocated where possible to an equal value amongst general contractors
- 7.5 20/20 will ensure that we provide a 24 hour emergency service to deal with emergency repairs. We will provide our members with an emergency phone number and we will require that the contractor providing our emergency repairs service is available on a 24 hour basis and will arrange any emergency repairs that are necessary. Our members will not be required to phone any other contractors to arrange emergency repairs.

## **8 DIY repairs**

- 8.1 20/20 members may carry out small repairs themselves where it is safe for the member to carry out the repair. We will not allow members to carry out any repairs relating to gas, electricity or water supply to the home.
- 8.2 We will require that members who wish to carry out their own repairs notify BCHS in advance. BCHS will determine whether it is safe for the member to carry out the repair. Members who carry out repairs themselves



will be required to accept liability for any loss or damage caused by their negligence.

- 8.3 If a member carries out repairs without seeking authorisation through BCHS, we may arrange inspections of the repair and charge the member for the cost of the inspection and any remedial works that may be necessary.

## **9 Monitoring our repairs service**

- 9.1 20/20 will ensure that a satisfaction survey is carried out of affected members for all responsive and planned maintenance repairs carried out. We will periodically review satisfaction statistics and information given by members in surveys. We will ensure that expressions of dissatisfaction are investigated.
- 9.2 We will ensure that at least 10% of works carried out are inspected by a qualified person after completion. We will aim to ensure that any repairs where dissatisfaction has been expressed by a member are inspected. Results of post inspections will be reported to the committee.
- 9.3 We will provide a monthly report to our committee covering the following information for all responsive repairs:
- performance against target timescales
  - explanations where targets have not been met
  - performance as to whether the repair has been dealt with in one visit
  - repeat repairs of the same job at the same home
  - satisfaction reported by our members
  - whether appointments have been kept by contractors
  - investigations where dissatisfaction has been expressed
  - contractor used for the work
  - costs of repairs where this information is available

- details of outstanding repairs where this is available
  - completion of annual gas services carried out, any services that are overdue and action taken to ensure service
- 9.4 We will produce a quarterly report on cumulative statistical trends in relation to performance against targets, satisfaction and whether repairs have been carried out at the first visit.
- 9.5 We will provide in our annual report to our members a summary of our repairs performance during the year that will include information on:
- how much money we have spent on repairs
  - the number of repairs carried out
  - repairs completed within the target timescales
  - repairs completed right first time
  - average repair waiting times
  - member satisfaction with repairs
  - inspections of repairs
  - action taken regarding dissatisfaction
- 9.6 The committee will consider an annual report that assesses repairs performance by property type, contractor and repairs requested.
- 9.7 20/20's Repairs Officer and other appropriate committee members will meet with BCHS to representative on a quarterly basis to review repairs delivery performance.

**20/20 Housing Co-operative**

**Tenant Damage Procedure**

**Policy statement :**

If a tenant, the member of a tenant's family or a visitor to a tenant causes damage to the property, or if damage occurs because of the tenant not taking due care to prevent such damage, the co-op will consider it to be the tenant's responsibility to put right the damage and to cover any cost incurred.

**1. Procedure : identifying damage**

- 1.1 All property damage should be reported immediately, or as soon as possible, to the co-operative's managing agents
- 1.2 The managing agent will discuss with the tenant the estimated cost of damaged items.
- 1.3 The managing agents will discuss with the tenant their intent to repair or replace the item. The repair must be carried out by a 20/20 approved contractor or by means agreed by 20/20 management committee.
- 1.4 Where the cost of the repair may cause financial difficulty the tenant may apply to 20/20 to request the cost be repaid by a repair plan.
- 1.5 In circumstances where the managing agent suspects tenant damage, they will instruct an independent report to be carried out by a clerk of works. If the report deems it to be tenant damage, points 1.2 to 1.4 will apply.
- 1.6 In circumstances where the tenant refuses to repair a tenant damage item, the co-op will instruct the repair to be carried out and will recharge the tenant.

**1. Recovery of debt: in the event of the co-op carrying out repairs and re-charging tenant**

- 1.1 If no prior re-payment period agreement has been reached 20/20 will send an invoice for the full amount to the tenant requesting payment within 28 days.
- 1.2 In cases where a re-payment period has been agreed, 20/20 will , via it's managing agent, provide the tenant with the following information.
  - Full cost to be recovered
  - Agreement to pay weekly /monthly instalments
  - Method of payment
  - Default action

**3. Non payment**

- 3.1 Upon default of payment tenant will receive a warning letter urging payment or contact to discuss situation.
- 3.2 If contact is made, the re-payment plan will be reviewed to ensure it is reasonable taking into account financial situation.

- 3.1 If applicable the plan will be amended to reflect the review
- 3.2 If the tenant defaults again, a warning letter will be sent informing them of the intent to instruct legal proceedings via the small claims court, if payments are not brought up to date within 14 days.
- 3.3 If the tenant fails to respond to action in 3.4, legal proceedings will commence via the small claims court, and the cost of action added to the tenant's debt.

## **20/20 HOUSING CO-OPERATIVE**

### RELETTING EMPTY HOMES POLICY

### Aims of our reletting empty homes policy

We aim to ensure the following through our reletting empty homes policy:

- to relet our homes as quickly and efficient as possible
- to ensure that our homes are in a good condition when let
- to make the process of moving into a home as member friendly as it can be
- to induct and support new members and to maximise their potential involvement in the co-op

## **10 Managing our empty homes process**

10.1 Working with BCHS, we will manage empty homes for 20/20 in accordance with this Reletting Empty Homes Policy. We will identify a 20/20 Allocations Officer who will have overall responsibility for implementation of the policy in relation to each empty home.

10.2 When notice has been received from a member, the Allocations Officer will liaise with BCHS regarding letting the home and with the Repairs Officer regarding repairs work needed. BCHS will inform the Book Keeper regarding notification of start and end of tenancy dates.

10.3 With assistance from BCHS, the Allocations Officer will record progress on each empty home on our "Empty Homes Sheet", and this information will be stored at BCHS.

## **11 Vacating one of our homes**

11.1 One of our homes may become vacant through:

- a member giving four week's written notice that they intend to move out of their home

- a member transferring to another home
- a member breaching the terms of their tenancy by leaving their home without giving four week's written notice
- 20/20 taking legal action to gain possession of a home due to a breach in a tenancy condition.

11.2 Written notice can be given to us at either 20/20's registered office or through BCHS. Whoever has received the notification or finds out that a home will become empty will, as soon as possible, ensure that the relevant BCHS and 20/20 officers are informed of the date the home will become empty.

11.3 BCHS will write to the vacating member once they have given notice to arrange an inspection of the home, and to ask if they would agree to a potential new occupant of the home viewing it whilst the vacating member is still in residence.

11.4 A BCHS officer will aim to carry out an inspection of the home to be vacated within 5 working days of receiving notice (or of being notified that a transfer is intended to take place). They will carry out this inspection using BCHS's Voids Inspection Sheet. Where possible, the inspection will be carried out with either 20/20's Repairs Officer or Allocations Officer. The vacating member will be notified of any works considered to be necessary and arrangements will be made regarding whether the member will make improvements or pay for improvements to be done.

11.5 Arrangements will be made at the inspection visit regarding how the vacating member will return their keys to their home. Keys may be returned to either BCHS (during working hours) or 20/20's chair, Repairs Officer, or Allocations Officer (between 8am and 8pm). If keys are returned to one of 20/20's officers, they will

ensure that they are given to BCHS within 24 hours.

## **12 Carrying out works on the empty home**

- 12.1 On receipt of the keys, BCHS will carry out an inspection of the empty home within three working days. Where possible, the inspection will be carried out with the 20/20 Repairs Officer or Allocations Officer. Works to be done will be determined in accordance with our Lettable Standard.
- 12.2 BCHS's inspecting officer will liaise with 20/20's repairs officer to particularly discuss any exceptional works and any forthcoming planned maintenance works that may be necessary.
- 12.3 BCHS will arrange for locks of the home to be changed, the gas supply to be capped and for a specification for any necessary works to be done.
- 12.4 Works will be allocated to appropriate contractors from 20/20's contractor list on the basis of the following criteria:
- works on gas appliances will be carried out by 20/20's agreed gas contractor
  - with regards electric, general and other works, consideration will be given to how quickly the contractor is able to carry out the works
  - on a rota basis if there are no other considerations
  - with the agreement of 20/20's Repairs Officer
  - in accordance with our Financial Standing Orders which require that works anticipated to cost over £1,000 will require two quotations and approval of two committee members, and works over £3,000 will require three quotations and committee approval.

12.5 Our aim will be to complete any works needed within 5 working days unless there are exceptional works required. At the conclusion of works, BCHS will inspect the home again to ensure that it meets the Lettable Standard (again with the 20/20 Repairs Officer or Allocations Officer where possible).

### **13 Allocating the home**

13.1 When we are aware that a home will become vacant, we will check our transfer list to determine whether the empty home would be appropriate for a member on the list. Decisions regarding whether a home is appropriate for a member on the transfer list will be taken in accordance with our Transfers Policy.

13.2 If the home is not suitable for housing a member on 20/20's transfer list, the Allocations Officer will arrange with BCHS to interview and consider applicants on the BCHS waiting list in accordance with our Allocations Policy.

13.3 A provisional offer letter will be sent to the successful interviewee (or transfer applicant) following the interviews.

13.4 We will seek to arrange a viewing of the home (for either a transferring member or a potential new member chosen through our Allocations Policy) at the earliest possible occasion – if possible whilst the vacating member is still in residence or whilst works are being carried out.

13.5 Those viewing a home will be asked to notify us either at the viewing or within 24 hours as to whether they will move into the empty home. If someone viewing a home has not notified us within 24 hours, we will consider this to be a refusal of the home, and will take immediate steps to let the home to someone else (in accordance with our Allocations Policy).



13.6 On being notified of acceptance of the home, we will discuss possible handover dates to the tenant, which will be subject to any works needing to be done being completed. We may consider delaying letting a home by up to one week to accommodate the incoming member's personal requirements.

13.7 BCHS will ensure that our gas contractor is informed of the name, moving in date and contact details of the new member moving into the empty home for them to arrange to recommission the gas supply.

## **14 Letting the home**

14.1 A handover visit will be carried out by a member of 20/20's Allocations Committee using our "handover checklist". Amongst other things, the handover checklist requires that:

- a member profiling form is completed
- the new member's identity is checked
- the new member is given a 20/20 Welcome Pack
- share payments are received
- the tenancy agreement is explained and signed
- a post moving in visit is arranged
- a moving in survey is given to the new member
- rent payment information is given
- repairs reporting information is given
- service meters are identified
- gas, electricity and energy performance certificates are issued
- 20/20's handy person scheme is explained
- the lettable standard is issued
- keys are issued
- local amenities and committee members are identified
- the date of the next 20/20 meeting & any events are given

14.2 The handover checklist will be signed by the 20/20 officer and the incoming member(s).

14.3 BCHS will prepare a tenancy pack to enable the Allocations Officer to carry out the handover. The Allocations Officer will aim to return a signed tenancy agreement, and other relevant documentation from the tenancy pack to BCHS within 2 working days.

## **15 Post moving in visit**

15.1 The 20/20 Allocations Officer will also arrange and carry out a post-moving in visit using the Post-Moving In Checklist. As well as examining any issues of concern to the new member, the visit will include collection of the Moving In Satisfaction Survey and the New Member Involvement Survey.

## **16 Monitoring empty homes**

16.1 20/20's target for letting homes is to lose no more than 3 weeks rent on any empty home. Empty Homes Sheets should explain to 20/20's committee the circumstances where this target has not been met.

16.2 20/20's committee will consider an annual report on trends relating to its performance on letting empty homes within 6 months of the end of each financial year.

### **20/20 Housing Co-operative**

#### **Decorating allowance policy**

#### **1. Policy Aims and Objectives**

The aim of the Policy is to contribute to the efficient and effective maintenance of 2020's stock by establishing guidelines for when, where and how much allowance can be offered. This will ensure that the same standard of service is applied consistently across 2020's stock. It will also provide guidance that will assist the resolution of disputes.

#### **2. Definition of a Decorating Allowance**

A decoration allowance is a payment by vouchers or cheque that is given to either new or existing tenants where :

- a property has been allocated and it does not have a reasonable standard of decoration
- an existing tenant has to redecorate their home because of damage to the interior decoration as a result of repair work that has been carried out by, or on behalf of 2020
- planned maintenance work that has been carried out by, or for 2020 that is thought to cause damage to the interior decoration of the property.

### **3. Issuing a Decorating Allowance**

Where decoration vouchers or cheques are issued these are only to assist in the purchase of decorating materials – no work will be carried out by 2020.

Decoration vouchers will be regarded as a contribution towards the cost of paint, wallpaper, tiles and equipment needed to carry out Redecoration work and not the full costs involved. It is the tenant's responsibility to decorate. The award of a decoration allowance does not remove the need for tenants to adequately insure the contents of their home from damage or the need for staff carrying out work for, or on behalf of 2020 to take adequate care to ensure that damage does not occur.

A decorating allowance will not be issued to:

- deal with obvious damage that has been caused by an existing tenant as this will be dealt with under the recharge repairs procedure
- change the interior decoration of a property because it is not the incoming tenant's personal choice (unless the decoration is a strong colour that would prove costly to change, for example black)
- act as payment after an incident a tenant should have been insured for.

### **4. Decorating Allowance for a New Tenant**

The 2020 housing management sub committee is responsible for deciding whether a decorating allowance will be awarded. The decision will be based on a report from the surveyor on a void inspection, as this will determine whether or not the property warrants a decoration allowance. The sub committee will need to consider whether the damage/repairs required to the property mean that it would be more cost effective to decorate the property prior to an offer being made.

No decoration allowance will be awarded for a room following decoration work being undertaken by, or on behalf of 2020.

During an inspection of a void property, the Surveyor will check the condition of the internal decoration to note if an incoming tenant is entitled to a decoration allowance. An allowance may be awarded where:

- the wallpaper is badly, and/ or extensively torn; or
- the walls have been cleaned but continue to look dirty; or
- the woodwork has been badly chipped or badly painted, the paint is peeling off the woodwork or it has been painted in a strong colour that is not easily covered up, and so on.

The above list shows examples only and should not be seen as an exhaustive list of circumstances where a decoration allowance may be awarded.

The amount a property is eligible for will depend on the size/number of rooms that need to be decorated and will be calculated on a room by room basis.

The rate per room is:

**Table 1**

<b>Room</b>	<b>Rate</b>
Kitchen	£20.00
Kitchen/Diner	£25.00
Bathroom	£20.00
Single Bedroom	£20.00
Double Bedroom	£25.00
Hall/Stair/Landing	£30.00
Lounge	£25.00

It will be the responsibility of the Housing Officer to inform the new tenant of how much decoration allowance will be awarded.

Decoration allowances for new tenancies will be awarded within 2 weeks of the tenancy sign up stage. Housing Officers will inform tenants of the conditions attached to their use.

#### **5. Decoration allowances following repair work**

The award of a decoration allowance does not remove the need for tenants to adequately insure the contents of their homes from damage or for the need for staff carrying out work for, or on behalf of 2020 to take adequate care to ensure damage does not occur.

The housing management sub committee may award a decoration allowance following response repair work carried out by, or for 2020, where the interior decoration has been damaged.

Where the damage is as a result of neglect from a member of staff working for, or on behalf of 2020, then this matter will be dealt with on an individual basis. Consideration will be given to 'making good' any damage that has occurred at the expense of the organisation involved.

Once the work has been completed and the housing officer has been informed of any damage to the decoration, a Surveyor will carry out an inspection to verify if there is entitlement for a decoration allowance.

During the inspection the Surveyor will inform the tenant of the amount of decoration allowance payable (see Table 1), and when the voucher or cheque will be available for collection.

No allowance will be awarded where a tenant has caused damage or has neglected the interior decoration of the property. A tenant will be responsible for any decoration work that may be required prior to moving out of his/her home to bring it up to a reasonable standard.

Where appropriate the outgoing tenant will be recharged the appropriate costs to bring the property up to a reasonable standard where they failed to do so before leaving the tenancy.

#### **6. Tenants request for a transfer**

A request for a transfer to another property may be delayed if the current decoration of his/her tenancy is not of a reasonable standard.

#### **7. Decorating Allowance following Planned Maintenance**

Any compensation that a tenant may be entitled to following planned maintenance work carried out by, or for 2020, will be dealt with on an individual basis. For example, if the contractor has caused damage to the property, the tenant can seek compensation to redecorate his/her home.

Each case will be referred to the contractor within 5 working days. The contractor will be asked to make good any damage to the internal decoration within 10 days. The amount a tenant may be eligible for will be calculated on a case by case basis.

Decoration allowance will be issued at the end of any planned maintenance.

#### **8. Budgets**

Any decoration allowance issued to a new tenant, or to an existing tenant will be recharged to the Response Repairs budget or Voids budget.

Any decoration allowance given to a tenant to help with redecoration costs following planned maintenance will be recharged to the planned maintenance budget.

**9. Review of decoration allowance rates**

A review will be undertaken on the 1st October each year.

**10. Review of decision and complaints**

A review process exists for any tenant who feels that they have been unfairly denied a decoration allowance or is unhappy with the amount awarded.

In the first instance the tenant will write to 2020 stating why they feel that they are entitled to a decoration allowance or they feel the decoration allowance should be greater than it is.

**11. Performance Monitoring**

In order to comply with the service commitments 2020 will monitor how many allowances have been issued.

**20/20 Housing Co-operative**

**Contractor Selection & Review Policy**

- 1.1 As 20/20 Housing Co-operative aims to offer the best possible repair service and maintain properties to the highest possible standards the selection and review of Contractors is paramount to enable the Co-op to achieve their aim.
- 2.1 20/20 Co-operative operates an approved list of Contractors, therefore until the approval process has been completed, contractors are not

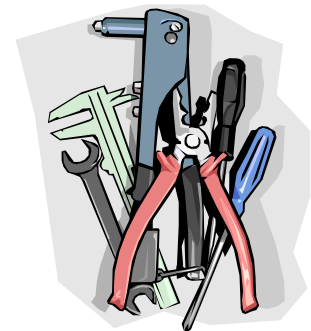
placed on the list. To ensure the process is fair and open to all Contractors who apply a standard application form is used and interviews take place based on the following information:

- Adequate Insurance
- Essential / Relevant Qualifications
- Registration with professional bodies
- Accessibility to service (e.g – 24 hours)
- Minimum sized contracts / jobs
- Maximum size contracts / jobs
- Call out charges
- Compliance and operation of equal opportunities policy
- Other commitments affecting service delivery
- Ability / commitment to meet Co-op Target times
- Co-operability – providing appointments, returning confirmation of completion dockets, follow up work etc.

3.1 20/20 respects the views and opinions of their tenants and encourage feedback on Contractor performance. If tenants fail to participate in this process an efficient and effective review process would not be possible.

4.1 All Contractors are reviewed annually based on their performance throughout the year – this is carried out through quarterly monitoring reports. All tenants attending General Meetings receive the reports and are responsible to assist in the monitoring process with the following areas being the main factors:

- Target times met / failed
- Complaints received
- Punctuality / Reliability
- Compliance with Co-op Policies and procedures
- Cost effectiveness
- Insurance renewed



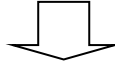
### **20/20 Housing Co-operative**

#### **Tendering Procedure**

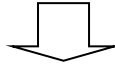
If large-scale work is required within the Co-operative it will be necessary to go out to Tender. E.g – Improvement / replacement work over £3,500-00.

The Co-operative will ensure the following procedure is followed:

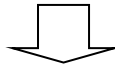
**Committee instruct – specialised worker to  
Produce a detailed specification of work required**



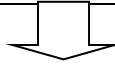
**The Co-op Secretary will then send the specification to approved Contractors  
Inviting them to submit their tenders by a specific date and time in a sealed envelope.**



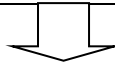
**The Committee will open the Tenders and log details into the record book.**



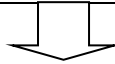
**The Tenders will then be checked against the specification**



**The Committee will then approve a Tender after considering  
Value for money, Quality of Workmanship  
And time for completion**



**The secretary will notify each Contractor –  
Whether successful / unsuccessful in writing**



**The Repairs Officer will ensure Tendering record book is maintained through process.**

**20/20 HOUSING CO-OPERATIVE  
STATEMENT OF HOW WE WILL DEAL  
WITH ANTI-SOCIAL BEHAVIOUR**

**Introduction**

Anti-social behaviour is much in the news at the moment, primarily because it is not right that anyone should have to tolerate actions by others which cause them a nuisance or annoyance. Often people tolerate unacceptable behaviour, and 20/20 has developed a policy to ensure that we will take appropriate action to tackle anti-social behaviour. 20/20 is required by law to have this policy but it is right anyway that we should do what we can to ensure that no one's peace, quiet or security is interfered with.



## **2 What do we mean by anti-social behaviour?**

We define anti-social behaviour as conduct which is capable of causing a nuisance or annoyance to any person, which directly or indirectly relates to 20/20's operations, and using or threatening to use our homes for an unlawful purpose.

Examples of anti-social behaviour can include, but are not limited to:

- any kind of criminal behaviour
- harassment
- graffiti and vandalism
- damaging another persons possessions
- racial harassment and/or other hate related behaviour
- alcohol abuse and drunken behaviour
- nuisance from pets and animals
- noise
- dumping rubbish, fly tipping and littering
- misuse of communal areas
- problems caused by vehicles
- any breaches of tenancy conditions
- disputes between neighbours
- domestic disputes and domestic violence

## **3 Reporting incidents of anti-social behaviour**

Members should not suffer incidents of anti-social behaviour in silence. It is important that any problems are reported as quickly as possible, because:

- it allows us to support people suffering at an early stage
- it allows us to take prompt action in dealing with the issues
- it may be possible to "nip the problem in the bud"
- serious incidents can be dealt with swiftly

Members may report incidents in person, by telephone, in writing, or through a third party (eg. a Councillor, friend or relative) to any 20/20 committee member or to 20/20's agents, BCHS.

We will usually keep information given to us confidential unless the complainant agrees we can share the information with other agencies.

## **4 What will we do?**

On receipt of an anti-social behaviour complaint, we will:

- allocate a named committee member or a named BCHS officer to work on the case
- acknowledge the complaint within 5 working days, informing the complainant who will work on the case and how they can be contacted
- develop an action plan with the complainant
- endeavour to investigate every complaint within 5 working days
- take timely and effective action to tackle the problem

- report back to the complainant, where possible, within 10 working days and provide ongoing regular reports
- provide support to any witnesses
- involve parents or guardians, where the behaviour is being committed by anyone under 18
- make referrals to appropriate agencies for further support
- where appropriate, share information with other agencies (eg. the Police)

## **5 Action that could be taken**

20/20 will use a variety of measures to tackle anti-social behaviour. Actions taken will be incremental, with the emphasis being on bringing about real changes and improvements in behaviour of those who commit anti-social behaviour. If anti-social behaviour persists, 20/20 will have no hesitation in taking further appropriate action.

In conjunction with other agencies, the measures that we might seek to use to tackle anti-social behaviour could include:

- approaching the perpetrator and discussing the problem behaviour
- providing mediation between parties if this would be the best way to solve the problem
- warning letters
- formal warnings and cautions
- acceptable behaviour contracts (where the parties concerned sign up to an agreed set of behaviours/actions)
- parental control orders
- parenting orders
- Environmental Health action for statutory nuisance (eg. noise abatement notices)
- injunctions issued by courts to prevent particular behaviour
- anti-social behaviour orders issued by courts
- possession proceedings where there has been a breach of tenancy agreement

## **5 Supporting complainants**

20/20 is aware that making a complaint about anti-social behaviour may cause considerable concern. Complainants will be able to discuss their concerns and support available to them with the person allocated to deal with the case.

In a small number of cases, the case could be helped if complainants are prepared to act as witnesses. In such cases, 20/20 will support any potential witnesses.

**20/20 Housing Co-operative**

**Anti-Social Behaviour Policy**

**OBJECTIVES OF THIS POLICY**

The objectives of this policy are to set out how 20/20 Housing Co-operative will:

- make a commitment to tackling all forms of anti-social behaviour, and to ensuring that our tenants and other residents are able to enjoy peace, quiet and security in and around their homes

- take positive action, in partnership with others, to deal with anti-social behaviour
- work with our members and others to define acceptable standards of behaviour within our community
- aim to support Birmingham City Council and other neighbourhood based strategies for tackling anti-social behaviour
- seek to develop a sense of community, mutual respect and support throughout our membership and within the local community.

## **1 Introduction**

20/20 Housing Co-op recognises that, left unchallenged, anti-social behaviour can have a significant negative impact on the live of our members and the community. 20/20 will therefore seek to both take timely and co-ordinated responses to incidents of anti-social behaviour and will take a pro-active approach to preventing anti-social behaviour occurring in the first place.

A comprehensive range of measures will be used to combat anti-social behaviour, as set out in section 4 of this policy. The measures, which include speedy responses in serious cases, are incremental in nature. Every effort will be made to bring about real changes and improvements in behaviour to ensure that further action is not required.

### ***20/20 also recognises:***

- that anti-social behaviour may affect our members, other people living with or visiting our members, and other residents in neighbouring areas to our homes
- the rights of individuals to a fair hearing and that there should be a presumption of innocence until the facts about any complaint of anti-social behaviour have been established
- that everyone has a right to enjoy their own lifestyle but only where this does not interfere with the rights and quality of life of other residents
- the need to ensure that all members and residents are treated fairly, consistently and equitably and to take into account any particular needs of a member or resident from a disadvantaged background

In tackling anti-social behaviour, 20/20 will ensure that it complies with all appropriate legislation and regulations. For example, where appropriate, we will make use of the powers made available to us, or to other partner organisations who may be able to assist us in tackling anti-social behaviour, through:

- Local Government Act 1972
- Housing Act 1985 (as amended)
- Housing Act 1996 (as amended)
- Crime and Disorder Act 1998
- Police Reform Act 2002
- Anti-Social Behaviour Act 2003

## **2 What do we define as anti-social behaviour?**

20/20 Housing Co-op defines anti-social behaviour as conduct which is capable of causing a nuisance or annoyance to any person, which directly or indirectly relates to or affects our operations, and using or threatening to use our homes for an unlawful purpose.

This means that we will not tolerate any action or omission, deliberate or otherwise, which interferes with another person's peace, quiet or security. Examples of anti-social behaviour can include, but are not limited to:

- **any kind of criminal behaviour**, including sale or misuse of drugs, handling stolen goods, criminal damage, arrestable offences, such as burglary, theft, or assault
- **harassment**, including violence or threats of violence to other members and residents, to the co-op's agents and contractors or to any other person; abusive or insulting words or behaviour; damage or threats of damage to property belonging to another person including damage to any part of a person's home; writing threatening, abusive or insulting graffiti; or any act of omission calculated to interfere with the peace or comfort of any other person or to inconvenience such a person
- **graffiti and vandalism**
- **damaging or threatening to damage another persons possessions or property**
- **racial harassment and/or other hate related behaviour** – any type of behaviour or action, including those listed above, that is carried out against another person on the grounds of race, religion, gender, sexual orientation, disability, social class or age. All such cases will be treated as serious and dealt with accordingly
- **alcohol abuse and drunken behaviour**
- **nuisance from pets and animals**, including fouling, noise from animals (including dogs barking), excessive odours from animals, keeping dangerous or unsuitable animals, using animals to intimidate or harass people, lack of control and supervision of animals
- **noise**, including loud music, shouting or arguing, door slamming, parties
- **dumping rubbish, fly tipping and littering**
- **misuse of communal areas**, including dumping rubbish or playing in unsuitable areas
- **problems caused by vehicles**, including abandoned vehicles, inappropriate or illegal parking, carrying out vehicle repairs inappropriate to the local neighbourhood, excessive noise from vehicles (eg. car alarms)

- **any breaches of tenancy conditions**, including untidy and unkempt gardens, failure to maintain the home, damage to the home
- **disputes between neighbours**
- **domestic disputes and domestic violence**

20/20 recognises that some cases of anti-social behaviour (eg. possibly some noise related cases) relate to defining acceptable levels of tolerance in a particular area, and that such cases may require dialogue and negotiation between affected parties. However, other cases (eg. particularly criminal behaviour and harassment) may require stronger action. 20/20 will use appropriate levels of action to deal with all reported cases of anti-social behaviour.

20/20 expects all its members to display acceptable standards of behaviour at all times. In particular, 20/20:

- expects its tenants to fully comply with the conditions set out in their tenancy agreement, particularly relating to anti-social behaviour, nuisance and harassment
- expects its tenants to take responsibility for the behaviour and actions of their family members, relatives and visitors to their property.

### **3 How will we deal with reports of anti-social behaviour?**

20/20 will encourage its members and local residents who are suffering from any kind of anti-social behaviour to report the problem to us as soon as possible, in person, by telephone, in writing, or through a third party (eg. a Councillor, friend or relative) to any 20/20 committee member or to 20/20's agents, BCHS.

Complaints may also be made anonymously, but this may restrict the amount of investigation and action we can undertake and will not allow us to provide the complainant with information and support. Where complainants give us their names and addresses, these will not be revealed to any other party without the consent of the complainant.

We will usually keep any information given to us confidential unless the person who has given us the information agrees that we can share the information with particular other agencies. However, in some cases, there may be legal reasons why we are obliged to pass on information.

Where information is given to other agencies, we will ensure that the information is accurate, relevant and sufficient for the purpose for which is needed, and that it will be kept securely and for no longer than necessary.

On receipt of an anti-social behaviour complaint, we will:

- record the complaint

- allocate a named committee member or request that our agents supply a named officer to work on the case. Complainants may request that their case is only dealt with by either a co-op committee member or by a BCHS officer, but in all cases, co-op committee members will need to be in a position where they can seek advice from BCHS, and all cases will need to be reported, anonymously if necessary, to the co-op's management committee
- ensure that we acknowledge the complaint formally within 5 working days, and inform the complainant of who has been detailed to work on the case and how they can contact them
- develop an initial action plan, in consultation with the complainant, to investigate the problem
- investigate, as far as possible, every complaint, even if reported anonymously. We will endeavour to investigate every complaint within 5 working days
- take timely, effective and consistent action to tackle the problems by using the range of measures available to us
- report back to the complainant, where possible, within 10 working days of the complaint being made
- provide regular reports to the complainant on the progress of persistent cases
- provide ongoing support to any witnesses, throughout the process and after that if necessary
- where appropriate, use professional witnesses
- give consideration to and, where possible, address issues of vulnerability of both witnesses and perpetrators
- always seek to challenge the behaviour and bring about real changes by using a variety of intervention, prevention and rehabilitation, where appropriate in partnership with other agencies
- where the anti-social behaviour is being committed by anyone under the age of 18, we will always seek to engage with and involve the parents/guardians of the young person
- seek to make appropriate referrals to appropriate agencies for further support/action
- where appropriate, share information with other agencies (eg. the Police) for the purposes of prevention and detection of crime

#### **4 What measures will we use to tackle anti-social behaviour?**

20/20 will use a variety of measures to tackle anti-social behaviour. Actions taken will be incremental in nature, with the emphasis being on bringing about real changes and improvements in behaviour of those who commit anti-social behaviour. If anti-social behaviour persists, 20/20 will have no hesitation in taking further appropriate action.

In conjunction with other agencies, the measures that we might seek to use to tackle anti-social behaviour could include:

- approaching the perpetrator and discussing the problem behaviour – wherever possible, 20/20 will seek to resolve issues of anti-social behaviour through dialogue prior to resorting to more stringent methods
- providing mediation between different parties if the anti-social behaviour problem can best be solved through this method
- warning letters
- formal warnings and cautions
- acceptable behaviour contracts (where the parties concerned sign up to an agreed set of behaviours/actions)
- parental control orders
- parenting orders
- Environmental Health action for statutory nuisance (eg. noise abatement notices)
- injunctions issued by courts to prevent particular behaviour
- anti-social behaviour orders issued by courts
- possession proceedings where there has been a breach of tenancy agreement
- dispersal orders (via the Police)
- closure of premises orders (via the Police and/or Environmental Health)

## **5 How will we support complainants and witnesses**

20/20 is aware that making a complaint about anti-social behaviour may cause considerable concern. Complainants will be able to discuss their concerns and what support may be available to them with the person allocated to deal with the case.

Complainants are not generally expected to act as a witness, as most cases of anti-social behaviour are resolved without formal action. However, in some more serious cases of anti-social behaviour where more formal action is required, the case may be greatly assisted by complainants being prepared to act as witnesses to the action concerned. 20/20 recognises that acting as a witness in an anti-social behaviour case may cause considerable anxiety and stress, and we are committed to doing all we can to support, reassure and protect complainants that are prepared to act as witnesses.

The level of support given will be tailored to meet the needs of the particular individual and the circumstances of the case. As a minimum standard, we will maintain regular contact with witnesses, keeping them as fully informed as possible throughout the process. Other support may include:

- providing additional security measures to the home
- arranging interpreters for people for whom English is not their first language
- explaining each stage of the process in detail to witnesses
- providing support before, during and after court action which may include arranging pre-case court visits, arranging transport to and from court, maintaining contact after a court hearing
- using professional witnesses to give evidence on behalf of witnesses
- using professional witnesses to gather additional evidence to support a case



- liaising with Victim Support and other relevant agencies to provide additional support and/or counselling
- in extreme circumstances considering moving witnesses, either temporarily or permanently, for their protection

## **6 How can we prevent anti-social behaviour?**

Wherever possible, 20/20 will take pro-active steps to prevent anti-social behaviour occurring. The following is an inexhaustive list of actions we might take:

- developing a sense of community within 20/20 to ensure that all members feel a sense of mutual support and respect for each other
- promoting acceptable behaviour and educating all members of the community on anti-social behaviour, its impact on others, tolerance levels etc.
- regularly inspecting properties and removing graffiti, dumped rubbish and abandoned vehicles as quickly as possible
- engaging, where appropriate, with the Birmingham Crime and Disorder Reduction Partnership
- making referrals to other agencies for intervention and support where appropriate
- working with community mental health teams and social services to support members experiencing mental health difficulties
- sharing information with the Police and other agencies for the purposes of prevention and detection of crime and disorder (the identity of the person who supplied any information will remain confidential, unless we have their permission to reveal it)

## **7 How will we deal with racial or other harassment?**

20/20's tenancy agreement listed racial or other forms of harassment as ground for legal action to be taken against members. We will treat all racist and other hate related incidents very seriously and will take prompt and effective action against harassment wherever possible. We will consider an incident to be racist where the victim of the incident or any other person perceives the incident to be racist.

We will deal with such incidents by:

- responding quickly and effectively in all cases
- ensuring that the perpetrators are identified wherever possible and action taken
- ensuring that our members are aware of our policies in this area and feel able to report incidents
- ensuring that we have access to staff who are trained to deal with harassment and to be able to distinguish between general neighbour disputes and harassment

20/20 will also act quickly to remove racist or offensive graffiti, wherever possible within 24 hours.

## **8 How will we protect officers working on behalf of the co-op?**

20/20 will not tolerate verbal or physical abuse against its volunteer members, agents or contractors working on behalf of the co-op. We will take appropriate action to deal with abuse of this nature, using warning letters, injunctions (with the power of arrest if appropriate) and other forms of legal action to protect members, agents and contractors from anti-social behaviour, graffiti, criminal damage, harassment, threats and verbal or physical assault.

## **9 Training on anti-social behaviour**

20/20 will ensure that its members dealing with anti-social behaviour and agents acting on its behalf have received proper training to be able to deal with anti-social behaviour issues.

In particular, 20/20 will ensure that those tackling anti-social behaviour on behalf of the co-op:

- are aware of issues surrounding anti-social behaviour, including the legislation and the powers available to tackle anti-social behaviour
- understand the importance of dealing with problems quickly
- are able to record details of incidents fully and accurately
- understand the need to ensure appropriate dialogue between 20/20's committee and its agents in relation to anti-social behaviour
- are able to provide the complainant with practical information, advice and support
- are aware of the need to treat the complaint confidentially and sensitively
- understand and are sensitive to diversity issues

## **10 How will we review this policy?**

This policy will be reviewed on an annual basis and may be revised accordingly.

# **20/20 Housing Co-operative Financial Standing Orders and Procedures**

## **1 GENERAL**

- 1.1 The objectives of the financial standing orders & procedures are:
- to ensure that the co-op maintains internal checks on its financial resources

- to ensure that financial resources are used for agreed purposes
  - to maintain high standards of security, probity and integrity within the co-op's financial systems
  - to ensure that the co-op has appropriate financial back-up systems
- 1.2 The co-op's finances shall be overseen by the treasurer of the co-op, who shall be elected annually by the management committee from amongst their number at their first meeting following the AGM, and who shall usually serve until the first management committee meeting following the subsequent AGM. In the event of the treasurer standing down during a year, the management committee shall elect another treasurer.
- 1.3 The treasurer shall be accountable for the conduct of their role to the management committee, who at any time may ask to inspect the co-op's books of account.
- 1.4 Operations of the co-op's accounts on a day to day basis shall be through a volunteer book keeper, who may or may not be a member of the management committee. The book keeper shall not be the treasurer of the co-op or a member of their family.

## **2 BUDGET & CASHFLOW PREPARATION**

- 2.1 The co-op's financial year runs from 1<sup>st</sup> October to 30<sup>th</sup> September.
- 2.2 The co-op will draw up an annual budget, based on expenditure from the previous year to cover the following budget headings:
- Income** – rents receivable, void and bad debt loss, interest
- Expenditure** – mortgage payments, any additional loan & interest payments
- Management costs** – agency fees, insurance costs, legal fees, bank charges, audit fees, office costs (incl. postage, stationery, phone etc), social costs, training & conference costs, affiliation fees, council tax payments
- Repairs** – day to day repairs, void works, service contracts, planned maintenance costs
- Services** – gardening, communal lighting
- 2.3 The management committee may vary these budget headings as it deems necessary.
- 2.4 This budget will be considered and agreed by a general meeting of the co-op held in August each year. The budget may be reviewed by the management committee at any time during the year.
- 2.5 An annual cashflow will also be prepared, based on the annual budget, which shall be agreed and reviewed by the management committee.

## **3 RENT SETTING**

- 3.1 The co-op will set its rents in accordance with the Government's rent restructuring programme until such time that a 30 year business plan is produced that shows that the co-op's rents do not need to be increased as high as the Government's rent restructuring targets, and if a general meeting of the co-op decides not to continue to apply the rent restructuring programme.
- 3.2 The co-op will set its service charges on the basis of the costs of the previous year's services uplifted for inflation and for any additional potential costs. Service costs for houses with multiple flats and blocks of flats will be split equally between each of the flats. Where the co-op provides gardening equipment to a group of properties, a service charge will be made for replacement of items provided and for their maintenance. The co-op will also charge an amount for administration within the service charge.
- 3.3 Annual rent and service charge increases will be agreed at a general meeting of the co-op held in August. Service charges may also be increased at any co-op general meeting to take account of costs for the introduction of any new services.
- 3.4 Each tenant will receive 28 days written notice of rent increases. Rents will normally be increased on the first Monday after the end of the financial year.

#### **4 FINANCIAL MONITORING**

- 4.1 The management committee will receive monthly income and expenditure statements showing balances of co-op bank accounts.
- 4.2 The management committee will receive monthly cash flow statements prepared on the basis of income received and cheques cashed during the month and reconciled against account balances.
- 4.3 Quarterly budget reviews will be presented to the January, April, July & September management committee meetings providing comparisons between budgeted and actual results.

#### **5 ARRANGEMENTS FOR ORDERING WORKS AND SERVICES**

- 5.1 The management committee shall nominate authorised persons to issue orders for works and services, other than those covered in clause 6.1. These provisions will primarily cover:
  - all repairs work, including day to day repairs, planned maintenance, repairs service contracts, void works and insurance repairs work. These works will be authorised either by BCHS officers or by management committee members authorised by the management committee to order repairs work

- legal work, which shall be authorised by the co-op's housing management representative
- one off items of expenditure that fall outside the co-op's normal budget headings which shall be agreed by the management committee and authorised by the Chair or Vice-Chair.

5.2 Where works and services are ordered, the authorised person will ensure that:

- appropriate records are kept of works and services ordered
- quotations or tenders have been invited where appropriate.

5.3 Where the co-op needs to approve works or services costing over £1,000, quotations and tenders shall be invited and the lowest price accepted, as follows:

<b>Value</b>	<b>£1,000 or less</b>	no quotations necessary
<b>Value</b>	<b>£1,001 to £3,000</b>	at least two written quotations are required and can be approved by 2 members of the management committee
<b>Value</b>	<b>£3,001 to £20,000</b>	three written quotations and will be approved at a meeting of the management committee
<b>Value</b>	<b>over £20,001</b>	formal tender arrangements will be required and works may only proceed with the approval of the management committee.

5.4 If the lowest price is not accepted for any works, or in cases where the stated number of quotations have not been obtained for any reason, it will be reported to the next management committee meeting. All quotations received shall be open to inspection by the management committee.

## **6 PAYMENTS NOT REQUIRING A SPECIFIC AUTHORISATION PROCESS**

6.1 The following payments will not require a specific authorisation process, other than that set out in clause 7.1:

- mortgage and other loan and interest costs
- BCHS agency fees – although the management committee will regular review its agency arrangements

- insurance and audit fees
- bank charges – which shall be deducted at source from the bank account
- electricity bills for communal areas
- gardening contracts
- charges for overpaid housing benefit from Birmingham City Council – which will be deducted from group housing benefit payments
- Birmingham City Council invoices for Council Tax
- training, conference, social, office and meeting room costs
- affiliation fees to the Financial Services Authority, Data Protection Agency, Independent Housing Ombudsman, Confederation of co-operative Housing

## **7 ARRANGEMENTS FOR PAYING FOR WORKS AND SERVICES**

- 7.1 All payments referred to in clause 6.1 will be authorised, where a cheque payment is necessary, by two cheque signatories (from four cheque signatories as specified at clause 8.3.
- 7.2 All other invoices will require authorisation for payment by the person who authorised the works or services on completion of the work. The book keeper will only arrange payment for invoices not covered by clause 6.1 which have been authorised for payment (and noted as such on the invoices in question) by the person who authorised the work. Where the management committee has authorised work or services, the Chair or Vice Chair will authorise invoices for payment.
- 7.3 The invoice certification procedure will ensure that:
- the work has been done satisfactorily, that the prices are reasonable and in accordance with the contract or order;
  - the account is arithmetically accurate;
  - the account has not been previously certified for payment;
  - the account is referenced to the original order number.
- 7.4 The book keeper will be responsible for the payment of invoices relating to items in clause 6.1 and certified invoices not covered by clause 6.1

## **8 CO-OP BANK ACCOUNTS**

- 8.1 The co-op will maintain two bank accounts (cash book & rent accounts) with an automatic sweep facility between them that will ensure that monies are transferred into the cash book account to meet payments as required.
- 8.2 This account will be held at the co-operative Bank
- 8.3 The management committee will nominate four management committee members to be signatories to the account, not including the Treasurer. The management committee will ensure that no two

signatories are members of the same household or are related to each other.

- 8.4 The management committee may also maintain other accounts for whatever purposes it sees fit.
- 8.5 Every cheque must be signed by the relevant authorised signatories.
- 8.6 Any changes to cheque signatories must be agreed by the management committee and noted in management committee minutes.

## **9 BUDGETARY CONTROL OF CO-OP BANK ACCOUNTS**

- 9.1 The Treasurer will have overall responsibility for the co-op's financial systems. The co-op authorises the book keeper to keep the co-op's financial records and to enter transactions in the books.
- 9.2 The book keeper shall keep (digitally on computer) a cash book record up to date at all times. Only the authorised book keeper may make entries in the cash book record unless agreed by the management committee.
- 9.4 The Treasurer shall ensure that all documents relating to financial matters are kept up to date.
- 9.5 The book keeper shall carry out one monthly cheque run at a designated time of the month. Any invoices requiring authorisation will be given to authorised persons one week before this cheque run, and will be returned by the authorised person by the date of the cheque run.
- 9.6 The co-ops financial records shall be kept at a place authorised by the management committee and shall not be removed from that place unless authorised by the management committee.
- 9.7 A financial reconciliation between the cash book and account balances will be carried out on a monthly basis and signed by the treasurer and book keeper. Any irregularities in the financial reconciliation will be reported to the Chair or Vice-Chair and to the next management committee meeting. Copies of bank reconciliations will be held at the place designated by the management committee in clause 9.6.

## **10 PAYMENTS FROM THE CO-OP'S BANK ACCOUNTS**

- 10.1 Payments will only be made on production of a valid invoice. Photocopies or faxes of invoices, or statements will not be accepted. Payment can be made on copy invoices where the original has been lost and the book keeper is satisfied that no previous payment has been made.
- 10.2 Payments will be made by cheque. In exceptional circumstances only, payment in cash may be authorised by the management committee through the petty cash system set out in clause 11.

10.3 All cheques must have the payee and the amount of payment filled in before they are signed. Blank or partially completed cheques will not be signed.

10.4 The co-op authorises the Bookkeeper to:

- write out cheques for signature(s)
- ensure that cheques are signed and sent off promptly
- ensure that all cancelled cheques are kept on file
- mark all paid invoices as paid, date them and ensure that they are filed.

10.5 No personal cheques will be cashed.

## **11 PROCEDURES FOR AUTHORISING AND MANAGING PETTY CASH**

11.1 The co-op authorises the book keeper to operate the petty cash system.

11.2 The co-op shall not have a petty cash float. Where a request is made for petty cash, on production of relevant receipts or expenses claim form, either:

- a) a cash cheque shall be written to the person requesting petty cash and authorised by two cheque signatories. This process will be recorded as an item in the cash book records and not in the petty cash records.
- b) or a cash cheque shall be written, authorised by two cheque signatories and cashed at the bank. This process may take up to four weeks.
- c) or the book keeper will reimburse the person claiming the money from their personal money.

11.3 Expenses payments to co-op members will be in accordance with the co-op's Expenses Policy. All payments from petty cash must be supported by receipts where possible. All receipts should be stapled to petty cash vouchers.

11.4 In accordance with the co-op's Expenses Policy, payments may be made in advance, using the provisions in clause 11.2(c), as long as receipts and any change are returned within seven days. The person receiving such money will be required to sign for receipt of the money.

11.5 A numbered petty cash voucher shall be made out for each payment. The amount paid out and what the money was for must be clearly stated. All petty cash vouchers will be signed by the recipient and a cheque signatory. No person may authorise a petty cash voucher to themselves.



- 11.6 The authorised person shall keep petty cash records showing all petty cash transactions.
- 11.7 Share income will be entered as income into the petty cash records.
- 11.8 Periodically the book keeper shall ensure that they are reimbursed for any payments they have made on behalf of the co-op out of their personal money. The book keeper will request the Treasurer to write a cheque to cover any outstanding petty cash balance, and will provide a copy of petty cash records showing the balance outstanding. A print out of the petty cash record will be presented to the two cheque signatories signing the cheque, which shall be stored in the invoice file.

## **12 INCOME**

- 12.1 The book keeper shall maintain adequate arrangements for recording any income received by the co-op. With the exception of payments for shares, the co-op shall not receive any cash payments.
- 12.2 Rent payments shall be made through co-operative Bank rent paying-in books and normally by no other means. Rent payments will not normally be received personally by the Treasurer, the book keeper or by any other officer on behalf of the co-op.
- 12.3 Any cheque payments received by the co-op shall be paid into the co-op's bank account within 4 working days.
- 12.4 Share payments shall be entered into the co-op's petty cash records.

## **13 RENT ACCOUNTING**

- 13.1 The co-op authorises the book keeper to maintain records of rent accounts. The book keeper will enter rental income into individual rent accounts on a weekly basis for a designated day each week.
- 13.2 The co-op's housing management representative will use records supplied by the book keeper to update manual rent control cards at BCHS and to determine what rent arrears action needs to be taken in discussion as necessary with a BCHS housing management worker.
- 13.3 For each management committee meeting, the book keeper will produce a statement of rent arrears for each tenants which shall remain confidential to the co-op housing management representative, and a housing management report, detailing:
- total amount of arrears (as a figure and as a percentage of rent roll)
  - total amount of housing benefit arrears
  - total amount of current arrears (as a figure and as a percentage of rent roll)
  - total amount of pre-payments
  - an analysis of voids and bad debts

- an analysis of the rent arrears trend over the preceeding four months
- 13.4 A quarterly housing management report shall also be produced detailing:
- allocations made over the previous quarter
  - the ethnic origin of co-op members
  - the annual void and bad debt analysis
  - the trend in rent arrears over the previous year
  - a breakdown of source of rental income (eg. housing benefit or payments into the bank)
- 13.5 The book keeper will maintain a quarterly rent ledger, which will be reconciled quarterly against the weekly rent account records and against bank balances.
- 13.6 Once the rent ledger reconciliation has been completed, the book keeper will also despatch quarterly rent account statements to all tenants.
- 14 INSURANCES**
- 14.1 The co-op will ensure that it has public and employer's liability, fidelity guarantee, buildings and equipment insurances as necessary. These insurances, arrangements and levels of cover will be reviewed annually by the management committee, who will ensure that the co-op's assets and activities are properly insured in accordance with good practice.
- 14.2 The management committee will ensure that any insurance claims are made as necessary.
- 14.3 Insurance payments received will be banked in accordance with clause 12.3, and reported to the next management committee meeting.
- 15 EXTERNAL AUDIT**
- 15.1 The co-op will have its accounts audited by a certified auditor.
- 15.2 The Treasurer shall be the management committee's formal representative to the auditors, but the book keeper will present the accounts to the auditors, and discuss any points of detail. The auditor and book keeper will refer any decisions that the co-op needs to make regarding presentation of the accounts to the Treasurer who will refer the matter as necessary to the management committee.
- 15.3 The following records will be presented to the auditor:
- the cash book record
  - petty cash records
  - the weekly rent recording system
  - the quarterly rent ledger
  - the monthly reconciliation statements

- a reconciled summary of income and expenditure
- all co-op bank statements
- all invoices paid during the year
- invoices received post year end relating to pre-year end activity
- minutes of general and management committee meetings
- the share register
- a list of the members of the management committee, including the chair, treasurer and secretary
- a list of post year end payments relating to pre-year end activity

## **16 DISASTER RECOVERY**

16.1 The co-op will have the following procedure in place to ensure that the co-op's financial records can continue to be maintained in the event of sudden loss of the book keeper.

16.2 The Treasurer and one other management committee members are briefed on the location of financial records – including hard copy and computer records – and has access to them. A written record has also been produced which details the location of financial records and is stored at BCHS.

16.3 Financial records will be e-mailed to BCHS as follows:

<b>Records</b>	<b>When despatched</b>	<b>Frequency</b>
Cash book	Following cheque run & reconciliation	Monthly
Rent inputting system	Following rent inputting	Weekly
Rent ledger	Following rent ledger reconciliation	Quarterly
Petty cash records	As updated	Infrequently
Rent reports	As produced	Monthly

16.4 The co-op's cash book computer record also contains the annual budget, quarterly budget reviews, the annual reconciliation, petty cash records, monthly finance reports and computer records of monthly reconciliation and so will be e-mailed to BCHS on a monthly basis.

16.5 The full co-op computer folder relating to finance records will be stored at BCHS on a quarterly basis.

16.6 Should the book keeper become suddenly unavailable, BCHS will immediately assume responsibility of maintaining the co-op's financial systems (overseen by the co-op's treasurer), pending a review of financial functions by the co-op's management committee. The treasurer and the other committee member referred to in clause 16.2 would ensure that all records, cheque books, bank statements, invoices etc are taken to BCHS at the earliest possible occasion.

## **20/20 Housing Co-operative**

### **Expenses Policy**

#### **Objective of the policy**

Members of the co-op are working to benefit the co-op when they are engaged on co-op business. As a result, members should be able to claim expenses for any cost incurred in carrying out co-op business. Those expenses should be reasonable, to ensure that co-op members are not "out of pocket" as a result of carrying out co-op business.

This policy identifies the circumstances in which expenses will be paid, and the amount that can be paid.

## 1. What the co-op will pay for

The co-op will cover expenses for a wide range of items, including :

- The cost of telephone calls made on behalf of the co-op
- Refreshments at co-op meetings or on co-op business (tea, coffee, biscuits, sandwiches etc)
- Transport costs for co-op work (car mileage, bus or taxi fares etc)
- Childcare costs while members are at co-op meetings
- Conference and training costs that are agreed by the co-op
- Subsistence allowances for members on co-op business

## 2. Travel

**General :** For long journeys the co-op will only cover the cost of the cheapest form of transport that could be used.

**Public transport :** the actual cost of journeys made will be reimbursed in full on production of tickets or receipts. Journeys made by train will be paid at second class travel rates, and members must make every effort to ensure that they use the "saver" train fares.

**Using your own car :** on occasions when co-op members use their own car for co-op business, reimbursement is at the rate of **42p per mile**. Wherever possible, members are expected to share cars.

**Taxi fares :** these will only be paid in the following circumstances :

- Travel from coach or bus or railway stations to venues where there is no transport laid on.
- If the maximum cost of public transport is greater than the taxi fare
- If you are disabled and unable to use public transport, or have any medical condition that would prevent you from doing so
- On production of a receipt for the fare being claimed

**Hire vehicles :** can be paid for in the following circumstances :

- It offers substantial savings to the cost of public transport for the same journey
- If a venue is inaccessible by public transport

The hire of a vehicle must be agreed by the committee prior to travel.

## 3. Subsistence allowances

These may apply if a member is attending a conference or training event on behalf of the co-op.

### **overnight stays**

It is very rare that members will attend events outside the West Midlands where they will not be accommodated by the event organiser. However, if hotel accommodation is required, the following rates will apply

Hotel accommodation and dinner - London area	up to £80 per night
- elsewhere	up to £60 per night

These allowances are negotiated if suitable accommodation cannot be found at these rates.

If lunch is provided by a third party, the cost will be deducted from the above figures.

Receipts must be provided in order for these allowances to be paid.

### **Day subsistence**

This is paid at the following rates :

Away for 5 – 10 hours	£4.25p
Over 10 hours	£9.30p

Meal allowance on late attendance £3.38p  
(evening meetings where no buffet provided)

Subsistence allowances will be signed for on receipt of the allowance.

## **4. Childcare**

Payment will be made if a co-op member attends a meeting or event on behalf of the co-op. These may include the following :

- General meetings
- Committee meetings or other committee work
- Training courses

Childcare is not paid for attendance at social events.

An itemised, completed form is required by the treasurer which states the date(s), hours and who the childcarer was ; ie whether a relative, NNEB or non NNEB childcarer, or carer of special needs. The form should be signed by the co-op member claiming, **and the childcarer.**

All NNEB carers will be paid the statutory minimum wage, for other childcare arrangements, the maximum payments are as follows :

- £10 per committee or general meeting, and up to £15 for the Annual General Meeting, providing the member attends all, or a substantial part of, the meeting.
- Hourly rate of £6 for carer of special needs, & £5 for non-NNEB carer or relative
- Daily rate of £28 for the day (9am-6pm). Extra children shall qualify for half this rate for each extra child.
- In the case of being away for co-op work for weekends or overnight, this will need to be negotiated with the committee prior to the event, and payment agreed by a co-op meeting, dependent on the circumstances of the child needing to be looked after (ie taking into account any special needs)
- **The payment of a maximum of £50 a day and night will be paid unless otherwise agreed by the co-op**

#### **5. Telephone expenses**

The co-op will reimburse co-op members for the cost of telephone calls made on behalf of the co-op on production of an itemised telephone bill that details the calls made for the co-op.

The co-op will not pay for the costs of telephone line rental.

#### **6. Claiming expenses**

All claims must be submitted within one month of the date that they were incurred, with the exception of telephone costs, which should be submitted as soon as the member receives their phone bill.

All claims will be paid by cheque.

#### ***Payments in advance***

Payments can be made in advance of potential expenditure if necessary. They must be authorised by the treasurer who must be given at least one weeks notice that an advance payment is required, and the expenditure that it is required for.

A receipt for the advance payment, which states what the payment is for, must be signed by the recipient.

**Receipts for the actual expenditure must be produced within 1 month of the advance payment being made.** If all of the advance payment is not spent, the difference must be returned to the co-op.

#### ***Expenditure incurred by co-op members***

Receipts must be given for all expenditure incurred, except for subsistence allowances (as specified in clause 3). Should a receipt have been lost, the member may bring the issue up at a co-op meeting, and the meeting may determine that the expenditure was legitimate and can be paid for.

The treasurer may refuse a payment if they deem the expenditure inappropriate. Members may bring such a refusal to the attention of a meeting of the co-op. and the meeting may determine that the expenditure was legitimate, and can be paid for.

### **20/20 Housing Co-operative**

#### **Breakdown of Joint Tenancy**

Following a report of a breakdown in a Joint Tenancy, each party will be met by a Sub – Committee of the Management Committee to establish whether anyone wishes to retain their Co-op home.

(a) if they have already reached an agreement between themselves over who should retain the tenancy the Co-op will honour this agreement. The



person intending to leave the tenancy must give up their share of the tenancy in writing.

Any rent arrears owed on the tenancy is the responsibility of both parties and should be transferred out of the current account into a separate account where they may both make payments.

- (b) If they are unable to agree over whom should retain the tenancy and it is a joint tenancy, the Co-operative is unable to make this decision for them. Only the court can determine the tenancy, but the Co-op may wish to encourage the party who will retain care and control of the children to remain in the home.

Following the determination of the tenancy by the court, the Co-operative will sign up the tenant who will remain as a new tenant, and follow procedures regarding any rent arrears outstanding as described in (a) above.

N.B – The Co-operative will remain independent in the break down of a joint tenancy. Full advise and assistance will be given to both parties

Proof of a breakdown of a joint tenancy

- Decree Absolute can take some considerable time
- Care and control of the children can also take some time to obtain.

When an agreement over the tenancy is reached between the parties without the aid of a court, the Co-operative will accept a Solicitor's letter as proof that a marriage / relationship has irretrievably broken down.

### **Domestic Violence / Breakdown of Joint Tenancy**

Following a report of domestic violence and request for assistance of the Management Committee, a Sub-committee of the Management committee will interview both parties to establish the circumstances and whether they wish to retain their Co-op home.

Domestic violence is covered by the 1977 Homeless Premises Act, now incorporated into Part III 1985 Housing Act.

The Local Authority has an obligation to assist the injured party and associated dependants.

1. If the injured parties wish to remain on the premises and wish to exclude the joint tenant he/she may only do so through the court.

The Co-operative should advise the injured party to immediately seek an injunction to exclude the violent party from the household. In so doing, the Co-operative will advise the injured party to visit a Solicitor.

Injunctions are temporary, sometimes 1 week, 1 month or 6 months and then require renewal.

In the meantime, the applicants may wish to ask the solicitor to obtain a permanent determination of the tenancy through the court. Only when a permanent determination of the tenancy has been given can the Co-operative sign up the remaining party as a new tenant and process any procedures regarding rent arrears on the former tenancy.

The Co-operative will offer support and friendship as required to the injured party whilst the determination of the tenancy is being obtained.

N.B. In all cases the Co-operative rules on breakdown of Joint Tenancy will apply.

2. If the injured party wishes to leave the premises the Co-operative will refer them to the Homeless Persons Officer at Birmingham City Council.

The Co-operative will provide references for the injured party. The Co-operative will, on request refer the injured party to other Co-operative's known to them. They will write a letter of nomination. The Co-operative, will on request, refer the injured party to other Housing Associations known to them. The Co-operative will accept 28 days written notice from the injured party to give up the tenancy.

- a) Should the remaining tenant have any dependent children, the tenant will be signed up as a new tenant and any rent arrears from the former tenancy will be transferred to a separate account to which both parties may make payments. A solicitor's letter would be required by the co-op, confirming custody of the children.
- b) Should the remaining person be a single person with no dependent children, the Co-operative will enforce the Notice given by the injured party. Following the expiry of the notice given by the injured party, the Co-operative will not accept rent.

The Co-operative will seek the advice of a Solicitor and apply to the court using the 'McGrady' principle for the repossession of the property.

The Co-operative via it's managing agent will inform Social Services should there be any domestic violence where dependent children are involved.

Dependent children are normally those persons under 16 years of age, though the Co-operative may determine dependants as those up to 19 years where child benefit is still payable.

### **Proof of Domestic Violence Breakdown of Joint Tenancy**

As with Breakdown of Joint tenancy, decrees absolute and care and control can take time to obtain.

Where an agreement over the tenancy is reached without the aid of the court, the Co-operative will accept a Solicitors letter as proof that the relationship / marriage has broken down irretrievably.

Where an injunction is obtained to exclude the violent party from the household, the Co-operative will accept a copy of the injunction as proof of violence.

## **20/20 Housing Co-operative**

### **Racial Harassment Policy and Procedure**

#### **1. Introduction**

20/20 has a comprehensive Equality and Diversity Policy and is committed to taking positive steps to help redress the effects of unfair discrimination, disadvantage and exclusion in society. We totally condemn all forms of harassment and will:

make an immediate and supportive response to the victims of racial harassment

- .1 investigate the incidents
- .2 take swift, effective and appropriate action against the person(s) responsible
- .3 in liaison with other agencies, take action to assist in the prevention of future incidents

## **2. Multi- agency working**

20/20 recognises that other agencies have a role to play in dealing with racial harassment and will participate in multi-agency reporting. 20/20's approach in dealing with incidents of harassment will be one of partnership involving all relevant local agencies, with the victim's consent.

## **3. What is Harassment?**

Harassment is a serious deliberate act of discrimination. 20/20 is committed to supporting victims and taking action to eliminate all forms of harassment.

20/20 recognises that harassment and attacks on an individual or groups of people can occur for a variety of reasons including a hostile attitude or behaviour towards a person(s) because of their;

- Sex or sexual orientation
- Disability or health
- Religion or belief
- Age
- Lifestyle
- Past and/or alleged convictions

20/20 recognises that there are many forms of harassment and that the above list is not exhaustive.

We have a policy for dealing with incidents of anti-social behaviour, nuisance and harassment, which should be used if the behaviour is not racially motivated.

## **4. Racial Harassment**

The report into the death of Stephen Lawrence highlighted the need for organisations, including Housing Co-operatives to take decisive steps to tackle racism and discrimination. The Government and the Housing Corporation have highlighted the work required to tackle the issue of racial harassment. Therefore the following information concentrates specifically on racist incidents.

***'A racist incident is any incident which is perceived to be racist by the victim or any other person' (Macpherson, 1999)***

The definition means that if anyone - the victim, a witness, a police officer, or a housing officer – perceives an incident as racist, it should be recorded as such, regardless of any other views. The new definition is simple and clear and should help reduce the scope for failure to record racist incidents.

## **20/20 Housing Co-operative**

### **Racial Harassment Procedure**

1. If a complaint of racial harassment is received, which is not related to a housing issue the Police should be informed immediately.

Unless stated otherwise, initial investigation will be conducted by managing agents, BCHS

2. **INITIAL COMPLAINT**

On receipt of a report of racial harassment, full details will be taken in writing from the complainant and/or the witness. (Timescale – within 2 days of incident).

3. **INITIAL INVESTIGATION**

A convenient appointment (home visit or office appointment) will be arranged with the complainant to discuss the incident further and if appropriate a visit will be made to look at evidence of harassment, e.g. graffiti, damage to property etc. The complainant will be given, where possible, the opportunity to discuss the incident with a member of staff of the same ethnic origin or gender, if requested. The need for assistance to overcome language barriers will be identified. (Timescale – within 7 days).

4. **FURTHER INVESTIGATION**

With the consent of the complainant, further investigations will take place to:

- Acquire and examine evidence, eg threatening letters, photographs.
- Seek witnesses and supporting statements
- Establish whether there is a history of harassment, from the complainant by contacting police and other agencies and by checking previous history with 20/20, e.g. reports of harassment by previous neighbours of defendant.

5. **CONTACTING THE DEFENDANT**

If the defendant is a 20/20 tenant, subject to the complainant's wishes, a visit will be made to the defendant to:

- Give details of the complaint verbally and provide a written summary to the defendant.
- Seek an explanation from the defendant
- Provide a copy of the co-op's Equality and Diversity Policy.
- Advise that a report will be provided to 20/20 Housing Management Committee and they will be notified of the response.

**6. REPORTING**

Following the initial investigation, BCHS staff will submit a report to 20/20 Housing Management Committee for further action.

**7. REPORTING TO THE POLICE AND OTHER AGENCIES**

With the complainants consent, a report of the incident will be made to the police in writing, requesting appropriate advice and support to both 20/20 and the complainant.

With the complainants consent, a report of incident will be made in writing to Victim Support agencies and multi-agency forums on racial harassment, if applicable.

**8. SUMMARY OF ACTION TO BE TAKEN**

When the matter has been fully investigated, BCHS will provide a report to 20/20 Housing Management Committee with recommendations regarding the proposed course of action, including a timetable.

All parties to the incident will be advised in writing what further action, if any, will be taken by 20/20.

Regular progress reports will be made to review the effectiveness of the agreed action plan.

**9. DETAILED ACTION AGAINST THE DEFENDANT (20/20 TENANT)**

Written notification will be given of the action that will be brought should harassment continue

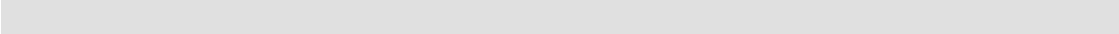
Where appropriate, advice will be sought from the co-op's solicitors regarding the possibility of obtaining an injunction, restraining the defendant from further acts of harassment and/or, where appropriate a Notice to Quit will be served with a view to eviction of the defendant either on the grounds of harassment (as detailed in the Tenancy Agreement) or nuisance.

If harassment persists, evidence will be collected and court action will be taken with a view to evicting the defendant.

A warrant for possession will be sought if harassment persists.

**10. DETAILED ACTION TO SUPPORT THE COMPLAINANT**

The following should be considered as a checklist for use as appropriate to each case:

- Take photographs of and then organise removal of graffiti and the repair of damage.
  - Where requested, offer assistance in re-housing the complainant. However due to the limited available stock within the co-op other agents should be contacted.
  - Where support is requested, victim support and any other relevant groups or agencies will be approached. Complainants will be given names and addresses of local organisations, local solicitors, etc who are willing to offer support, advice and assistance.
  - Where the defendant is not a 20/20 tenant, the complainant will be advised of any legal remedies available to them and will be offered appropriate support. 20/20 will write to their landlord if appropriate.
- 

## 20/20 Housing Co-operative

### Abandoned Property Policy and Procedure

#### 1. Introduction

The Co-operative defines abandoned properties as those properties let to tenant members who are no longer living in the property and have failed to inform the Co-operative or its agents, BCHS.

In order to maximise the use of the available properties the Co-operative recognises that it must be able to identify abandoned properties as soon as possible and ensure they are made available to let at the earliest opportunity whilst acknowledging the tenancy rights of the tenant members.

#### 2. Policy Aims

The Co-operative recognises the need to operate a clear and effective Abandonment Policy and procedure and identifies the following key aims:

- To determine whether a property is abandoned, as early as possible
- To minimise the time a property is unoccupied
- To minimise the cost of storing belongings
- To minimise the cost of repairs
- To protect the rights of tenant members by ensuring that thorough investigations are made regarding occupancy before commencing abandonment proceedings.

#### 3. Identifying Abandoned Properties

If a co-op member or member of BCHS staff have reasonable grounds for believing that a property has been abandoned then initial investigations are undertaken to establish if the tenancy is abandoned and if it appears to be if they are any information to establish where the tenant is. These investigations can include:

- a) A visual check (if possible) – is the house empty? Is furniture visible? Is post piling up behind door?
- b) Discussions with neighbours about whether the tenant has been seen around the house or area
- c) Take meter readings and photographs, if appropriate.
- d) This is not an exhaustive list therefore depending on the case any other information sources that may help to establish where the tenant is.
- e) After carrying out the initial investigation, the housing officer is satisfied the property is abandoned:
  - Record the findings on the tenancy file.
  - Report the findings onto the co-operative for direction.



## **20/20 Housing Co-op Complaints procedure**

20/20 Housing Co-operative aim to ensure that all co-op members or other people external to the co-op making complaints to the co-op are dealt with in a fair and objective manner.

### **GENERAL**

Most disputes and problems can be resolved through common sense negotiation and compromise. However, there may be occasions when the co-op will have need of a formal procedure for the resolution of complaints that fall outside the neighbourhood disputes procedure this may be when:

- a) Complaints about a co-op member's handling of co-op business.
- b) Complaints about external agencies / contractors used by the co-op
- c) complaints received from another organisation against the co-op.

Some complaints will not fall under the co-op jurisdiction and the co-op will be able to do little other than offer advice. However, the co-op may be able to act, particularly if the complaint concerns one of two main areas:

- 1) The conduct of a co-op official engaged in co-op business.
- 2) Breaches of tenancy agreement.

### **DEALING WITH COMPLAINTS**

Stage One: The complainant should make an official complaint to the Co-operatives registered office address. The co-op may choose to delegate this function to an independent organisation, but the independent organisation should remain accountable to the co-op's management committee. The complaint should be in writing, although, if necessary assistance may be offered to put the complaint in writing. The committee should attempt to find an immediate satisfactory resolution to the problem, but that may not be possible. A sub committee should be elected and authorised to take any urgent action necessary.

Stage Two: The sub committee / agency will present the complaint to the next committee meeting. If the complaint requires urgent action, an emergency meeting should be called. The sub-committee should ensure that its members are not party to the dispute concerned, and if that is the case, it should seek an independent representative to advise on the problem. In the case of serious allegations, particularly regarding a co-op officer's behaviour, a representative from an independent organisation will be involved.

Stage Three: The sub-committee / agency should respond in writing to the complainant within 5 working days, arranging visits to the complainant and other parties to the dispute. These visits

should, wherever possible, be carried out within 14 days of notification of the visits, and should be witnessed by at least one co-op member who is not a party to the dispute.

Stage Four: Once the sub-committee / agency have completed their enquiries, they will communicate in writing their findings to all parties to the dispute, although they may need to give regard to any matters that may need to remain confidential. This letter will also give the disputants the opportunity to appeal against the findings in writing within 5 working days of receipt of the letter to the co-op committee, and will offer the disputants any help needed to formulate a reply.

Stage Five: The sub-committee will report any appeal against its decision to the co-operatives committee at the earliest possible occasion. An extraordinary meeting of the committee may need to be called to discuss the problem. Any meeting called will be in the absence of the parties concerned in the complaint unless there are substantial grounds to deem otherwise. All meetings of this nature will be strictly confidential to the members of the governing body and any independent representative involved.

Stage Six: At the committee meeting, decisions will be made about what should be done over a problem and if necessary these decisions will be voted on. Any decisions taken will be recorded confidentially in the minutes of the meeting.

Stage Seven: The decisions taken will be communicated in writing to the parties to the dispute within 5 working days of the meeting.

Stage Eight: If a party to the dispute is not satisfied with the outcome at this stage, they may appeal in writing to a general meeting of the co-op. In such an eventuality, all papers relating to the case should be circulated to all co-op members at least 14 days prior to the general meeting.

Stage Nine: Any co-op member also has the right to make a formal complaint to the Housing Corporation or to the Housing Ombudsman. The co-op will provide members with information on how to do this, but it may be in the complainant's interest that this course of action is only pursued if the co-op's complaints procedure has been exhausted and the member has not received satisfaction.

## **SPECIFIC AREAS OF COMPLAINT**

### **1 Complaints about the conduct of a co-op official engaged in co-op business**

Where a complaint has been received and substantiated about the conduct of a co-op officer, the co-operatives committee should consider whether it is appropriate that the member continues to serve in that role, or whether the member should remain a member of the management committee (where appropriate).

### **2 Complaints that include reports of tenants being harassed**

Please refer to pages 52 - 53

### **3 Complaints concerning neighbourhood disputes**

Please refer to page 55 - 69

## **20/20 Housing Co-operative**

### **Confidentiality Policy**

It is the aim of the Co-op to provide a competent and professional service to all tenants and applicants to the Co-operative ensuring confidential information is respected and maintained at all times in accordance to the Co-operative's legal and contractual obligations.

To enable the Co-op to achieve this aim the management committee will ensure all members are provided with relevant information related to their role as a committee member at the first meeting following the co-operatives Annual General Meeting (AGM).

This information will contain details of their individual roles and responsibilities and in particular the responsibilities they are accepting in relation to confidential information, how it is stored and the legal implications of any breach of such information.

Each member will then complete a statement confirming they have read and understood the document they are signing, which obligates them to abide by all relevant policies and procedures related to their role as a specific officer or as a member of the committee.

In addition to the above the Co-op will provide guidance and offer training to all those elected onto the committee with particular reference to the Data Protection Act and Legal aspects affecting this policy.

In the event of a breach of confidentiality the following areas within this handbook may be relevant:

- Membership policy – page 10 – 11
- Code of conduct – page 12 - 14
- Complaints procedure – page 70 - 72

The 'RULES' of the Co-operative will apply in all substantiated cases and the Co-op will take action accordingly.

The overall responsibility to ensure this policy is implemented and monitored will remain that of the duly elected committee following the Co-operatives AGM each year. However, aspects of training / information production may be delegated to relevant external bodies to carry out or produce.