

**Section 10**

**Area**

**Management**

**Strategy**

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## 10.1 Background

- 10.1.1 Area management is key to the success of the Project, ensuring that both existing and new residents have access to high quality affordable homes and a strong voice in the management of both the housing and the outside spaces.
- 10.1.2 Area management of the Aylesbury Estate is currently administered by the Council via a dedicated Aylesbury Neighbourhood Housing team which is based on the estate. As at January 2014, the Neighbourhood team consists of; 1 Area Manager, 2 Neighbourhood Managers, 8 Neighbourhood Officers, 1 Heating Engineer, 1 Lift Engineer and 1 Technical Officer. There are also two dedicated customer service officers. In addition there are several other partners who operate from the offices to provide a more holistic service to the neighbourhood as a whole including Victim Support, Resident Involvement Teams and the Neighbourhood Warden Service.
- 10.1.3 It is important that the new housing is effectively managed to ensure that the area is a great place to live and an integral part of the community and aids the borough's sustainable development agenda.
- 10.1.4 The public realm comprising non-adopted shared spaces and highways will also need to be effectively managed and co-ordinated with the management of the housing and commercial spaces.
- 10.1.5 This strategy sets out the principles and specifications of how area management will be delivered under four themes:
- Affordability
  - Accountability
  - High quality management of housing
  - Non-adopted shared spaces
- 10.1.6 The definitions of some of the key terms used within this section are as follows:
- 10.1.7 Target Rent

As a social housing landlord the Developer operates within the Government Rent Restructuring Regime established by the Housing Corporation (now the Homes and Communities Agency) with effect from 2002. The aim of this is that, after a period of “convergence”, rents charged for similar properties in the same area would be about the same regardless of the social landlord. This is known as “Target Rent”.

Target Rent is calculated according to a formula that is related to the market value of the property and earnings in the geographical area in which the property is located. To protect customers in high value areas, the formula is capped according to the number of bedrooms. The Target Rent increases each year by a formula based on the Retail Price Index (RPI).

Target Rents will be exclusive of service charges.

#### 10.1.8 Affordable Rent

In 2011 the government introduced a new rented housing product called Affordable Rent. This allows registered housing providers to charge rents up to 80% of local market rents. The additional money from these higher rents must be used to fund the building of new homes.

Affordable Rents will be set at the lower of 80% of the market rent, Local Housing Allowance cap or the Developer’s cap.

The market rent will be assessed on the basis of a system of comparison which incorporates the guidance of a qualified valuer and will follow the principles of market rent valuation set out by RICS. The rent cap levels are agreed annually by the Developer’s Board.

All Affordable Rents will be inclusive of service charges.

#### 10.1.9 Market Rent

Rented housing let at the maximum rent level that can be achieved in the local market. Comparable to the rent charged for other properties of a similar type, size and location.

#### 10.1.10 Shared Ownership

Affordable home ownership scheme designed to help social tenants and others in priority need to purchase a suitable home.

Offering a form of tenure whereby the purchaser buys a proportion of the equity of the property (usually 25-75%) and rents the balance at a subsidised rent (typically 2.75% pa of the un-bought equity).

#### 10.1.11 Shared Equity

A form of discounted sale where the purchaser buys at a percentage of the open market value. The remaining equity share will be held by the Developer until the remaining equity share is bought or the leaseholder sells the house.

There will be no rent charged to the leaseholder for the proportion of equity they do not own.

This product is offered to customers who fulfil strict eligibility criteria.

## 10.2 Key principles

### 10.2.1 Affordability

- 10.2.1.1 The Developer will ensure that all affordable rents are at Target Rent levels for the duration of the Plot Leases.
- 10.2.1.2 The Developer will ensure that void properties are tracked to ensure that Target Rent levels are maintained on re-letting.
- 10.2.1.3 For the twenty year period from the first let or until the last Aylesbury resident is re-housed, the Council will have 100% nomination rights to all the Developer's affordable rented properties within the Development Area; after which the standard Southwark Housing Association Group Nominations Agreement or successor will apply.
- 10.2.1.4 The Developer will work with the Council and residents to ensure that service charges are transparent, accurate and provide value for money.
- 10.2.1.5 The Developer will work with the Council to develop and market a range of intermediate housing opportunities available for home ownership for existing and future home owners.
- 10.2.1.6 The Developer will develop a strategy for involving and informing residents of the impact of key changes that may affect or impact on them positively or adversely e.g. welfare benefits.

### 10.2.2 Accountability

- 10.2.2.1 The Developer will establish a governance and accountability structure that ensures resident involvement in the management of housing and resident and wider community involvement in management of shared spaces as set out in Section 10.5.
- 10.2.2.2 The Developer will work with the Council to develop consultation processes with residents and identify areas in which tenants will have a 'direct say', building on the principles set out in Sections 2 and 8.

- 10.2.2.3 The Developer will commit to developing initiatives to encourage community involvement to ensure the new development is not isolated from the wider community as set out in Section 8.
- 10.2.2.4 The Developer will commit to providing bespoke service and resource initiatives for diverse groups.

### **10.2.3 High quality management of housing**

- 10.2.3.1 The Developer will provide housing management services for both Private Residential Units and Affordable Residential Units that are equitable, seamless and of high quality.
- 10.2.3.2 High quality management includes amongst other elements, quality controls, assurance, improvement, objectives, management and systems that enable key requirements to be met and excellence achieved. It will demonstrate the application and practice of these and how a quality framework, review and monitoring will deliver continuous improvement and Resident Satisfaction in line with KPI indicator 2.2 as defined in Section 14.
- 10.2.3.3 The Developer and the Council will agree a sensitive and flexible nominations and lettings process (including allowing for existing residents to move with their pets where possible), in line with the SOUHAG nominations agreement which is attached to the DPA. Where specialist affordable residential units are provided (for example Extra Care and the units for people with learning disabilities on the First Development Site) the Council will use bespoke nomination arrangements. Examples of such arrangements are set out in Annexure 10.1.
- 10.2.3.4 The Developer will maintain the commitment to Aylesbury tenants and leaseholders that are under occupying their property, that they will be entitled to an extra bedroom when they are re-housed in their new homes. However existing Aylesbury leaseholders will not be entitled to a larger property (in terms of GIA) than their current Aylesbury home.
- 10.2.3.5 The Developer will let all new Target Rented properties on Permanent Assured Tenancies to those Aylesbury residents who are re-housed within

the Development Area and within other Developer's Stock (as set out in Section 4). The tenancy terms are set out below in the tenancy comparison table at 10.3.1.8, and those terms will be substantially in line with the tenancy agreement provided at Annexure 10.2. This includes the Preserved Right to Buy (PRTB).

- 10.2.3.6 The Developer will establish an on site management base and presence.
- 10.2.3.7 The Developer will provide locally based staff / managers with appropriate roles and responsibilities over the Development Period.
- 10.2.3.8 The Developer will establish a clear process for supporting residents during their moves including processes for dealing with defects after handover.
- 10.2.3.9 The Developer will work with the Council to agree effective parking management and cycle management arrangements.
- 10.2.3.10 The Developer will work with the Council to agreed ASB / Nuisance Behaviour strategies, practice and implementation.
- 10.2.3.11 The Developer will provide support to residents through a commitment to tenancy sustainment.
- 10.2.3.12 The Developer will pursue or maintain management accreditations in respect of customer service excellence or similar that demonstrates a track record and commitment to high quality management and resident satisfaction throughout the life of the Project.
- 10.2.3.13 The Developer will commit to working with the Council to develop a strategy for side by side management.
- 10.2.3.14 The Developer will take a robust approach to continuously improving and delivering quality management services, resulting in high satisfaction from residents.

## 10.3 Business Plan Specification

### 10.3.1 Affordability

#### Minimum requirements as set out in the DPA, Schedule 3

The Minimum Requirements relating to Section 10 are set out in Schedule 3 of the DPA. These minimum requirements are as follows:

16. The Developer will provide that any Target Rent Units at a Plot are subject to Target Rents for the length of the Plot Lease (250 years).
17. For the twenty year period from the first Disposal or until the last existing tenants and resident leaseholders at the Aylesbury Estate have been re-housed, the Council will have 100% nomination rights to all Affordable Residential Units including re-lettings; after which the standard Southwark Housing Association Group Nominations Agreement as updated from time to time will apply.

10.3.1.1 In addition to delivering these Minimum Requirements the Developer will work to deliver the following in terms of housing affordability.

10.3.1.2 That rents and service charges payable on the new Affordable Residential Units will be affordable in the long term for existing Aylesbury tenants, with:

- A strategy to ensure tenants are able to exercise a fully informed choice in their choice of property and payment of rent / service charges.
- A clear and understandable formula for increases that is transparent and consistently applied.
- Tenancy conditions that support security of tenure.
- A locally based housing management staff team with clear roles and responsibilities for supporting residents and sustaining tenancies.

#### Rent Setting

10.3.1.3 There will be a range of different tenure types available to residents, which are defined in Section 10.1. The Developer will adhere to the following approach when setting rent levels for each tenure:

## Tenure: Affordable Rented - Target Rented Units

Formula for rent setting	<ul style="list-style-type: none"> <li>• Target Rents as set out in the Homes and Communities Agency guidance note, 'The regulatory framework for social housing in England from April 2012, Annex A; Rent Standard Guidance'.</li> <li>• Calculation of Target Rents will be explained to tenants prior to re-housing.</li> <li>• Target Rents will be set exclusive of service charges.</li> <li>• Target Rents will be offered from day one of tenancies.</li> </ul>
Criteria applied to determine (market) rent increases	<ul style="list-style-type: none"> <li>• In line with HCA guidance, Target Rents are reviewed for increases in April of each year following applicable formula – on the current guidance rent increases are RPI plus 0.5%.</li> </ul>
Consultation over rent increases	<ul style="list-style-type: none"> <li>• Tenants will be notified of rent increases at least one month before they are applied.</li> <li>• The Developer will provide transparent information on any rent increases via consultation forums.</li> </ul>

## Tenure : Intermediate - Shared ownership

Formula for rent setting	<ul style="list-style-type: none"> <li>• Rents on Shared Ownership homes will be payment in respect of the unsold equity.</li> <li>• For First Development Site this will be calculated on the basis of the leaseholder buying a 40% share with rents payable at 2.75% on the unsold equity based on GLA affordability criteria.</li> <li>• For the remainder of the Development Area this will adhere to the Council's affordability criteria on the basis of the leaseholder buy a share ranging from 25% to 40%, and rents on unsold equity ranging from 1% to 2.75%.</li> </ul>
Criteria applied to determine market rent increases	<ul style="list-style-type: none"> <li>• Rents on Shared Ownership unsold equity increase in April each year by RPI plus 0.5% (in line with Government formula).</li> </ul>
Consultation over rent increases	<ul style="list-style-type: none"> <li>• Leaseholders are notified of rent increases one month in advance to facilitate changes to payment methods.</li> <li>• The Developer will provide transparent increase information via consultation forums.</li> </ul>

## Tenure : Intermediate - Shared equity

### Formula for rent setting

- The Developer will not charge rent on the unsold equity in these properties.
- The detailed provisions for the requirements for Leaseholder investment in Shared Equity are set out in Section 12.

## Service Charges

- 10.3.1.4 The Developer will provide fair and transparent service charges that are value for money for all residents living at the redeveloped Aylesbury Estate. All service contracts implemented in the Development Area will be selected in accordance with procurement legislation as well as the Developer's group wide procurement policy to ensure full compliance with the service charge legislation set out in Section 20 of the Landlord and Tenant Act (1985) – as amended and updated under Commonhold and Leasehold Reform Act (2002).
- 10.3.1.5 The provisions for the Developer's calculation and charging of service charges are set out in Annexure 10.3.
- 10.3.1.6 In addition to the legislative requirements (set out under variable charges) the Developer will consult with residents in advance of service charge estimates being applied in April each year, on the services and charges to be provided in the forthcoming year. Further details are set out in Annexure 10.3.

## Tenancy agreements

- 10.3.1.7 The Developer will use Permanent Assured (non-shorthold) Tenancy agreements with Target Rents for tenants moving from their Council home on the Aylesbury Estate to a Developer home on the redeveloped estate or elsewhere.
- 10.3.1.8 This table sets out the tenancy terms that the Developer will offer on the affordable Target Rented units. The additional conditions of the Developer's tenancy agreements are set out in Annexure 10.2.

Secure Council Tenant		Assured Developer (Notting Hill Housing) Tenant
Accountable through elected Councillors and other participation arrangements	Accountability	Accountable through the Area Management Board and the Local Scrutiny Panel.
Yes – in law	Security of tenure	Yes
Applies to spouse, including civil partner, or close relative who has lived in the property for at least 12 months	Right of succession	Applies to spouse, including civil partner, or close relative who has lived in the property for at least 12 months.
Yes	Right to Buy	Right to Acquire – works in a similar way to Right to Buy but discount varies. Currently discount of up to £16,000. Qualifying eligibility criteria applies.
Yes	Preserved Right to Buy (PRTB)	<p>The Preserved Right to Buy Scheme allows secure Council tenants, living on the Aylesbury Estate, who transfer to a property with the Developer, to enjoy the same discount and privileges as the Right to Buy Scheme.</p> <p>This right will only be applicable to the original named tenant and not to any other spouse or relative that succeeds the tenancy.</p> <p>Tenants will also only retain this right on the Developer's first permanent property they transfer to.</p> <p>This right may not be applicable to properties outside of the Aylesbury footprint or owned by another Housing Association.</p> <p>Qualifying eligibility criteria applies.</p>
Yes – with landlord's consent	Right to carry out improvements	Yes – with landlord's consent
Yes – with landlord's consent	Right to compensation for (certain) improvements	Yes – with landlord's consent
Yes – 1985 Housing Act provides the right to be consulted on major changes to the way your home is managed	Right to consultation	Yes – no changes will be made to the way units are managed without consultation.

Secure Council Tenant		Assured Developer (Notting Hill Housing) Tenant
Yes – with landlord's consent	Right to exchange	Yes – with landlord's consent
Yes	Right to manage	Developer is required to consult and involve all tenants in decisions that are likely to affect them.
Yes – in law	Right to repair	Yes – clause in tenancy
Yes – with landlord's consent	Right to take in lodgers / sub-let	Yes – with landlord's consent
Yes – once with landlords consent	Assignment	No - except in the following cases: <ul style="list-style-type: none"> <li>• mutual exchanges</li> <li>• family court proceedings</li> </ul>

10.3.1.9 The Developer will provide all tenants with a customer guide to their tenancy agreement.

## 10.3.2 Accountability

10.3.2.1 The Developer will put in place clear accountability structures which will cover at least:

- A clear resident involvement approach that enables Aylesbury residents to influence the decision making and management of housing and community spaces.
- Clear links to local accountability structures, including ward councillors and the area forum.
- Community involvement in the management of shared spaces.

10.3.2.2 The Developer will ensure that consistent management standards and monitoring of the same are delivered throughout the Development Period.

10.3.2.3 The Developer will deliver a multi tenure management approach across the Development Area.

10.3.2.4 The Developer will work with the Neighbourhood Forums (as defined in paragraph 10.4.2.3) to allocate an Aylesbury specific programme of “community

chest” awards, with each neighbourhood allocated a fund of around £20,000 per annum to invest in specific neighbourhood improvements or activities.

### 10.3.3 High quality management of housing

#### Minimum requirements as set out in the DPA, Schedule 3

The Minimum Requirements relating to Section 10.3 are set out in Schedule 3 of the DPA. These minimum requirements are as follows:

18. The Developer will maintain a recognised management accreditation demonstrating customer service excellence or similar (as set out in this section of the Business Plan) that demonstrates a track record in management and resident satisfaction.

10.3.3.1 In addition to delivering this Minimum Requirement, which will provide the standard for management services, the Developer will work to deliver the following in terms of high quality management:

- An application of management services that ensure accountability and resident input.
- On site staffing arrangements that clearly complement the management approach.
- Joint working with the Council on the effective transition management and service delivery over the Development Period.

10.3.3.2 The Developer will commit to the Aylesbury Estate under-occupation criteria on re-housing, supported by a robust programme of information and support to ensure informed re-housing choices are made.

#### Management accreditation

10.3.3.3 The Developer will ensure that all housing management staff undertake rigorous training on programmes accredited by the Chartered Institute of Housing and the Institute of Residential Property Management or similar.

10.3.3.4 The Developer will measure and benchmark all services against other housing associations and housing providers.

## 10.4 Delivery Mechanism

### 10.4.1 Affordability

#### **Service Charges**

- 10.4.1.1 As set out in paragraph 10.3.1.4 the provisions for the Developer's calculation and charging of service charges are set out in Annexure 10.3.

#### **Tenancy agreements**

##### Independent advice on general terms and conditions of tenancy offered to tenants

- 10.4.1.2 Through the re-housing process (set out in Section 4) the Developer's tenancy terms and conditions (see Annexure 10.2) will be fully explained. All tenants will be provided with a customer guide to their tenancy agreement.
- 10.4.1.3 The Developer's neighbourhood officer (or housing officer if tenants are moving away from the Aylesbury Estate to another Developer property) will personally ensure that each of the conditions, including grounds for possession, is explained to prospective tenants.
- 10.4.1.4 Prospective tenants will be invited to bring an adviser/supporter/advocate to this discussion, and in some cases the neighbourhood or housing officer may insist on such an advocate if the tenant is vulnerable. The neighbourhood or housing officer will also advise the tenant on local support and advice-giving agencies available to them and assess their support needs and capability to manage their tenancy.

##### Tenancy enforcement strategy

- 10.4.1.5 In addition to day to day contact, the Developer's neighbourhood officers will conduct formal 'annual visits' to tenants during which a general discussion about the tenancy and home takes place. This is an opportunity for the neighbourhood officer to assess whether the tenant is in need of any support – for example struggling to pay their bills.
- 10.4.1.6 If this is the case, the tenant will be signposted directly to independent agencies, as well as the Developer's own money management training and

advice from the Developer's welfare officer to ensure tenants are claiming their full benefit entitlements. The tenant may additionally be referred to the Aylesbury Estate support network managed by the Community Connectors.

- 10.4.1.7 The Developer will act immediately and appropriately following any breach of tenancy. The Developer's neighbourhood and housing officers are responsible for ensuring the terms of tenancies are met in accordance with its procedures which are reviewed regularly, benchmarked and kept current.

#### Promoting/communicating existing tenancy conditions to prospective tenants

- 10.4.1.8 In addition to the actions outlined above the re-housing process (described in Section 4) will focus on identifying tenancy and estate management issues of particular concern to Aylesbury residents, and review these with residents to gauge their applicability to the new neighbourhoods. An example of a policy which may be reviewed in this way could be the Developer's pet policy.

#### Types of tenancy agreements that will be used across the development

- 10.4.1.9 Tenants nominated to a Developer home in the Development Area who were not previously resident on the Aylesbury Estate will be offered a Probationary Assured Shorthold Tenancy for 12 months at a Target Rent as is standard practice. This will be followed by an assured (non-shorthold) tenancy, although the probationary tenancy may be extended for a further six months if the tenancy has not been properly conducted (e.g. rent unpaid, property not cared for, or disruptive behaviour on the part of the tenant).

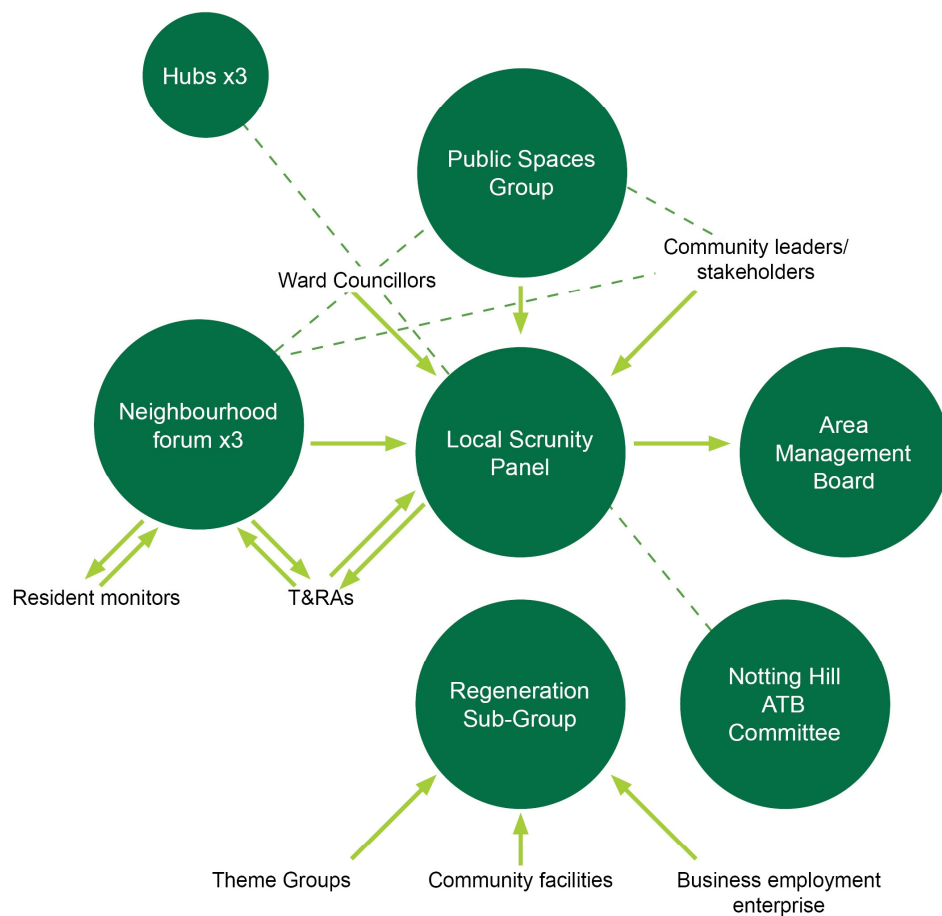
#### Staffing structure in place to manage tenancies

- 10.4.1.10 The Developer's tenancies will be managed by dedicated neighbourhood officers as set out in the Accountability section (10.4.2) below.

## 10.4.2 Accountability

### Accountability structures and how these are influenced by residents

10.4.2.1 The Developer will provide a suite of opportunities for residents to get involved in the management of their neighbourhood. This is set in the following diagram, and will include:



#### 10.4.2.2 Neighbourhood management teams and hubs

- A named neighbourhood officer based at the local hubs who will have responsibility and authority to resolve problems at a very local level. The structure of staffing arrangements for the neighbourhood management teams is set out in Section 10.4.3.
- Each neighbourhood officer will be responsible for providing a full range of individually tailored and personalised tenancy management services to approximately 150 tenants or leaseholders.

#### 10.4.2.3 Neighbourhood Forum

- A local forum for each of the three new Aylesbury neighbourhoods will be established for local residents to work with staff to drive improvements and oversee services being delivered in that neighbourhood.
- Represented at each of the Forums will be the neighbourhood Public Spaces Group and existing tenants and residents associations.

#### 10.4.2.4 Public Spaces Group

- This group will ensure that the Public Realm is effectively managed and maintained at a local level and in line with local needs and interests and the overall area management strategy.
- The group will be made up of local residents and supported by area management and Creation Trust staff.

#### 10.4.2.5 Regeneration Sub-Group

- A resident forum for discussing issues concerning the regeneration of the estate in depth, which reports to the Creation Trust Board.

#### 10.4.2.6 Local Scrutiny Panel

- The three new neighbourhood forums will feed into the Local Scrutiny Panel, providing residents with the opportunity to hold the Developer to account and 'scrutinise / challenge' its performance.

10.4.2.7 The Local Scrutiny Panel will enable comparison of performance across the three neighbourhood areas and allow residents to feed in suggestions on management and services to ensure all are striving to deliver high quality services consistently.

- The Local Scrutiny Panel will provide residents will an opportunity to ensure that the Project is on track and is being delivered as residents expect.
- The MCI Manager will provide feedback to the Steering Group from the Local Scrutiny Panel and advise on any changes to be delivered through the Implementation Group.
- Where possible the Local Scrutiny Panel will agree changes to local performance and practice with the neighbourhood managers responsible for each hub. Where necessary, the Local Scrutiny Panel will make recommendations for service improvements and provide a resident view on performance to the area management company.

10.4.2.8 Area Management Board

- This will be the governing board of the area management company that will run the neighbourhood hub offices.
- The link between the Local Scrutiny Panel and the area management company will provide insight into how residents are feeling about the services they are receiving and recommendations for improvement.

10.4.2.9 Altogether Better Committee

- A member of the Local Scrutiny Panel for the Development Area will sit on this sub-committee of the Developer's Group Board. Chairs of the Developer's five other Local Scrutiny Panels will also sit on this committee to ensure that good practice and learning is shared across the Developer's portfolio.

#### 10.4.2.10 Resident Monitors

- The role of the resident monitor is set out in Section 10.4.3 below (High Quality Management).

#### **Local accountability to Ward Councillors**

10.4.2.11 All local Councillors and community leaders will be invited to attend the Neighbourhood Forum meetings. There will also be spaces for Councillors and community leaders on the new Local Scrutiny Panel.

#### **Replicating and/or enhancing the diverse and engaging Aylesbury community**

10.4.2.12 The Developer will supplement and complement the work of the Creation Trust throughout the Walworth Community by making and maintaining close working relationships. This will include involving them in the work of the Delivery Teams and employing Community Connectors to work alongside the Creation Trust community team.

10.4.2.13 Through the delivery of the MCI Strategy (see Section 8) the Developer will focus on engaging with all parts of the community, including young people and older people, as well as those who have not previously engaged with the regeneration programme.

#### **Maximising and commissioning opportunities that benefit the community**

10.4.2.14 The Community Investment Project Manager will have overall responsibility for maximising and commissioning opportunities that benefit the community and will work with the team of Community Connectors that support each neighbourhood team and Creation Trust to deliver community benefit projects.

10.4.2.15 The Developer will also work with Creation Trust and the Regeneration Sub-Group to develop specific interest forums which will work across neighbourhoods to ensure that people from particular groups or with particular interests are heard and catered for in the way we provide services and adapt services over time.

- 10.4.2.16 The Developer will continue to support and encourage the development of local tenant and resident associations and to provide funds to help these to establish and run.

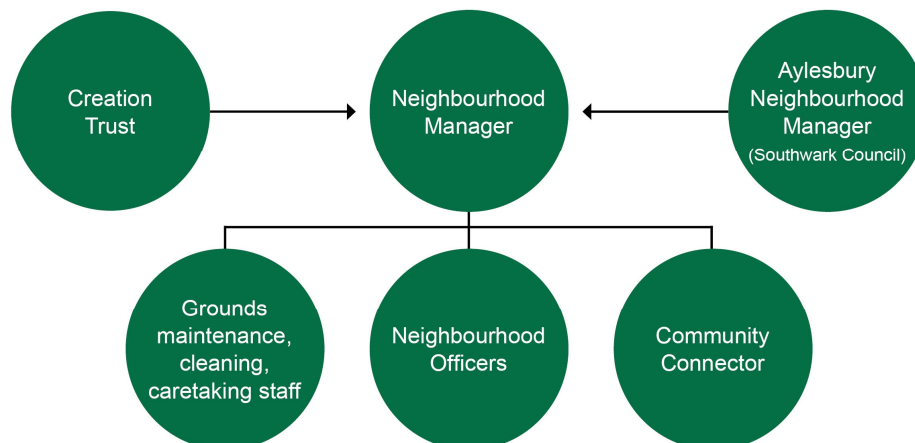
### **Reinvestment of finances generated from community initiatives into the community**

- 10.4.2.17 As set out in paragraph 10.3.2.4 the Developer will work with the Neighbourhood Forums to allocate an Aylesbury Estate specific programme of “community chest” awards, with each neighbourhood allocated a fund of around £20,000 per annum to invest in specific neighbourhood improvements or activities.
- 10.4.2.18 Local residents will be encouraged to develop proposals and see them through to delivery.
- 10.4.2.19 This programme will be administered and supported by the Community Connectors, whilst residents will be trained to assess applications, monitor delivery and evaluate the success of projects undertaken.

## **10.4.3 High quality management of housing**

### **Team structures and roles**

- 10.4.3.1 The new joint area management company and neighbourhood management hub structure will evolve as the regeneration process produces new homes for tenants of the Developer, and leaseholders of the Developer and of the Developer Partner (Barratt Homes).
- 10.4.3.2 As set out in Accountability (10.4.2) there will be three neighbourhood hubs in the re-development area, each with a structure as set out below:



10.4.3.3 The neighbourhood management team will be responsible to both the Area Management Board and the Neighbourhood Forum as set out in 10.4.2.

**Teams that will be supporting / working with the Council in transitional management**

10.4.3.4 During the mobilisation period the key contacts for the Council will be the:

- Regional Head of Housing
- Regeneration Project Manager who will focus on re-housing opportunities for tenants and leaseholders,
- Resident Involvement Manager who will lead on consultation.
- Community Investment Project Manager
- The first Community Connector.

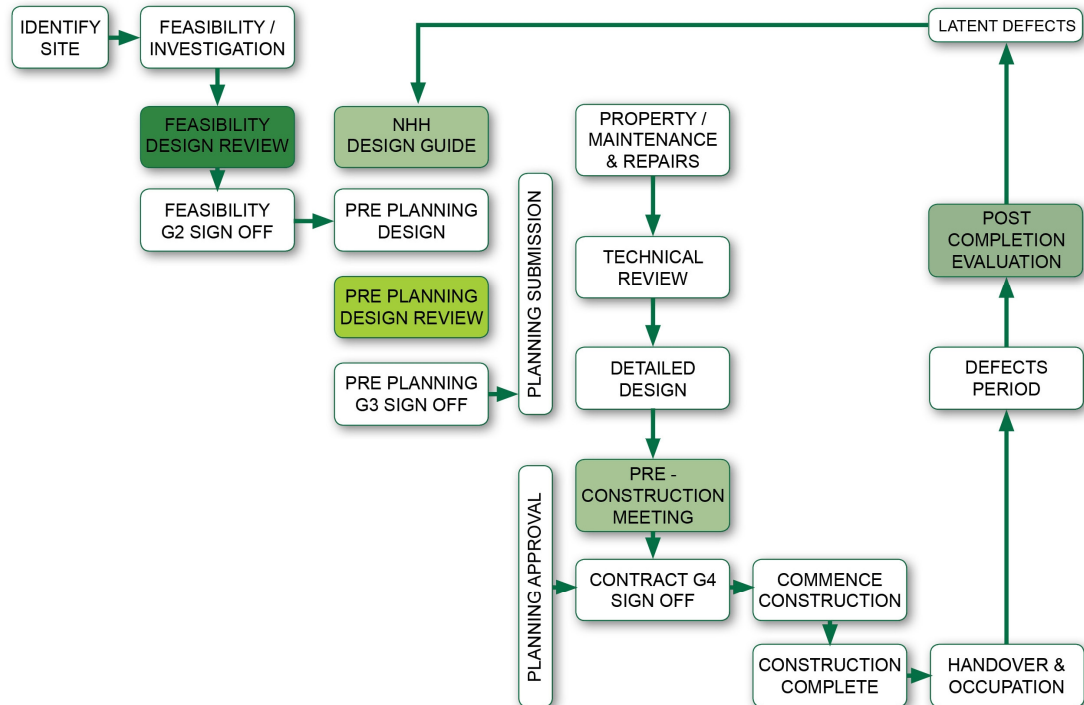
10.4.3.5 During the development of the First Development Site, the first neighbourhood officers will be recruited and a Hub established as part of the interim uses strategy on the First Development Site.

10.4.3.6 All these staff will work from the Aylesbury Estate on a hot desking basis as set out in the co-location strategy in section 2.5.2.

**Use of existing staff knowledge and tapping into quality control structures**

10.4.3.7 The quality of the homes, communal areas and public spaces will be assured through the early involvement of the Developer and BRAM management staff in the design and specification process prior to construction taking place.

10.4.3.8 The Master plan and detailed designs of the homes will go through a design review as set out in the diagram below:



## Defects management

- 10.4.3.9 The Developer will aim to achieve 95% of new homes passing a comprehensive Barratt Controlled Construction Quality Inspection first time.
- 10.4.3.10 The Developer will implement a defects management procedure to ensure it offers a prompt and effective response to any problem residents may have after moving into their new homes.
- 10.4.3.11 The neighbourhood officer will be the first point of contact for defects reporting, with all reported defects logged onto a central property database to allow for regular monitoring by the Developer and the consultant employer's agent.
- 10.4.3.12 All defects work will have clear turnaround and response times.

### **How customers will access frontline services and specific operational times in which services can be accessed**

- 10.4.3.13 Neighbourhood officers will be the first point of contact for all residents, be they tenants or leaseholders.
- 10.4.3.14 Each neighbourhood officer will be contactable by phone, email or face to face at the hub, or in their home.
- 10.4.3.15 The Hub will generally be open 08.00–18.00 Monday to Friday, but alternative / extended opening hours may be arranged.
- 10.4.3.16 General contact with the Hub will be through a website (as set out in Section 8) and an out of hours call centre emergency service.

### **Embedding learning from mistakes**

- 10.4.3.17 The Developer will carry out surveys of tenants and Shared Ownership leaseholders who move into new homes to learn from their experience of the process, and to seek feedback on the design and specification of their home as set out in KPI 2.1 in Section 14.
- 10.4.3.18 The Developer will also undertake post-completion evaluations of all new build projects, allowing housing, estate and asset management staff to feed their experience back into our design and specification of future homes.
- 10.4.3.19 The Developer will deliver a streamlined two-stage process for dealing with complaints which sees complaints being dealt with by housing officers and managers rather than a central team. See Annexure 10.4 for details of the Complaints Procedure.

### **Innovative / good practice communication methods with residents and gaining feedback**

- 10.4.3.20 The MCI Strategy (Section 8) describes the approach to communication across all audiences involved in the Project. The MCI Manager will work closely with the staff from the Council, the Developer and Creation Trust to understand communication requirements at a local level and adjust area wide communications accordingly. As set out in Section 8, all MCI activity will need to be approved through the MCI Delivery Team.

10.4.3.21 At the local neighbourhood hub level, communications will be managed through a range of methods. These are set out in full in Section 8, Annexure 8.1, but will include:

- Face to face contact
- Regular written updates to residents about their own home and tenancy
- Newsletters
- Local meetings and surgeries held in the local hub
- Website
- Specific interest forums

**Housing management standards / minimum standards – monitoring and sustaining**

10.4.3.22 The housing management service delivered to residents in the new neighbourhoods will be measured and evaluated through the Developers' Annual Standards review process.

10.4.3.23 The Developer uses residents to make up an annual report working group, which works with the Developer's resident involvement team to produce an annual standards report. This informs residents how the Developer has performed against the standards set by the Homes and Communities Agency as regulator.

10.4.3.24 The report reviews the full range of services delivered by the Developer including repairs, estate management, dealing with anti-social behaviour, complaints, tenancy management and resident involvement. The performance of the Local Scrutiny Panels and value for money is also examined.

10.4.3.25 For 2013/14, the five core standards were identified with minimum performance standard of 75%. These were:

- The offer of a good overall service from the Developer
- The Developer is easy to do business with
- The Developer will deal with residents' enquires effectively

- The Developer respond positively when residents have a problem or complaint
- The Developer will listen to residents views and respond to them

10.4.3.26 Bespoke standards may also be set and measured for specific tenure types.

#### **Use of various tenancies**

10.4.3.27 The Developer will issue all existing Aylesbury tenants Permanent Assured Tenancies whether they move on within the Development Area or elsewhere within the Developer's stock.

10.4.3.28 Tenants nominated by the Council to one of the Developer's homes in the new neighbourhoods, who were not previously resident on the Aylesbury Estate, will be offered a Probationary Assured Shorthold Tenancy for 12 months at Target Rent. This will be followed by an assured (non-shorthold) tenancy subject to satisfactory completion of the 12 month period.

#### **Consistency across tenure management**

10.4.3.29 All local housing and estate management services will be provided to each of the three new neighbourhoods from a neighbourhood office in each area. This will include services to any commercial tenants and cover the full range of landlord services, such as leasehold and tenancy management, maintenance, ground work and caretaking services.

10.4.3.30 High quality management of these services will be provided by the new area management company, which will be established as part of the Project implementation plan.

10.4.3.31 All staff and buildings will be clearly identifiable by corporate branding.

#### **Cross management of tenures – defining clearly who will manage what**

10.4.3.32 The new area management company will be responsible for delivering all property and area management services and will own the overall delivery plan for these services.

10.4.3.33 The company will provide public reports both for the area wide services and for individual neighbourhood services so that residents can see their relative service outcomes and costs.

- 10.4.3.34 As set out in accountability structures there will be tenure blind neighbourhood officers, each managing a patch of approximately 150 tenants or leaseholders.
- 10.4.3.35 By approaching service in this way, the new company will be able to achieve best value for money as well as making sure that services are seamless – with no debates about boundaries between neighbourhoods or tenures.

### **Monitoring and resident inspections**

- 10.4.3.36 The new area management company approach will provide direct local monitoring and reporting on service delivery, to identify and resolve problems, and implemented without delay. This monitoring regime will cover the full range of management and maintenance services.
- 10.4.3.37 The neighbourhood officers will, in conjunction with Creation Trust, identify residents who want to become Resident Monitors. These Resident Monitors will participate in reviewing the performance of contractors providing estate management services such as cleaning and gardening. Resident Monitors will have online access to submit reports on their findings, can participate in annual satisfaction surveys on service delivery, and submit bids for minor improvement works in their neighbourhood.

### **Improving services for tenants**

- 10.4.3.38 The Developer's dedicated service improvement team will constantly monitor the effectiveness of the Developer's policies and procedures, and amend them as appropriate following feedback.
- 10.4.3.39 The Developer will undertake a general satisfaction survey of 200 residents once a month, which consists of twenty questions around service delivery standards.
- 10.4.3.40 The Developer will also undertake a weekly repairs satisfaction survey of 60-70 residents who have had a recent repair.
- 10.4.3.41 Both surveys will be carried out over the phone by an independent company.

## 10.5 Non-adopted shared spaces

### 10.5.1 Background

- 10.5.1.1 The land around the new buildings that is not attached to a particular building as a private or semi-private garden, will be accessible to the public – it is described in this Business Plan generally as Public Realm.
- 10.5.1.2 The Public Realm will consist of:
- Highways – Carriageways and Footways – this will include some new public squares that will be adopted by the Council (see plan in Section 7).
  - Non-adopted Shared Spaces (NASS) – play areas, small parks, community gardens and other similar spaces (see plan in Section 7).
- 10.5.1.3 The whole Public Realm will need to be effectively managed and co-ordinated with the management of the housing and commercial spaces.
- 10.5.1.4 The management and maintenance of Non-adopted Shared Spaces is an ideal opportunity to engage estate residents with their neighbourhood community.
- 10.5.1.5 Open spaces and gardens are a priority for many Aylesbury residents. At the current time areas such as the allotments provide opportunities for residents to meet and socialise with each other but the intention of this Project is that the Non-adopted Shared Spaces will generate employment and training opportunities as well.

### 10.5.2 Key principles

- 10.5.2.1 The Council will be responsible for the management and maintenance of the adopted Highways and public adopted squares.
- 10.5.2.2 The Developer will be responsible for the management and maintenance of the Non-adopted Shared Spaces (NASS) under the terms of the NASS Lease (as referred to in the DPA Schedule 10 clause 1.7) that will be agreed as part of the Plot Implementation Plan for the first adjoining Plot and granted to a wholly owned subsidiary of the Developer (the NASS Manager).

- 10.5.2.3 The Developer will ensure that the NASS are effectively managed and maintained.
- 10.5.2.4 The Developer and the Council will work together to ensure that there is community engagement in the NASS. Initially this will be through resident involvement in governance but with a view to establishing a structure that will enable these spaces to be leased and managed by an independent NASS Manager (a community based organisation) in the future.
- 10.5.2.5 The NASS should be fully accessible to the community with a clearly identified use for community benefit not directly associated with one particular building or highway.
- 10.5.2.6 The NASS and the designs proposed for each area are set out in Section 7 of this Business Plan. This includes detailed designs for spaces within First Development Site.
- 10.5.2.7 The NASS should offer a diverse provision of facilities to meet local need demonstrated through local consultation. This should support Council planning objective in ensuring access to open space for all residents.
- 10.5.2.8 The Developer will apply the same principles in terms of management to the NASS as it does for the residential blocks. This will include:
- An on site management base and presence
  - A contact / programme for defects after handover
  - ASB / Nuisance Behaviour strategies, practice and implementation.
- 10.5.2.10 The maintenance and renewal of the NASS will be funded through a ring fenced income stream from the ground rents payable on the private and Shared Ownership and Shared Equity Residential Units. All ground rents will be put into one 'pot' to cover all costs relating to the NASS throughout the Development Area.
- 10.5.2.11 The Developer will maintain a separate NASS Business Plan and financial management arrangements for the NASS and the initial draft income and expenditure is set out in Annexure 10.5. This includes estimated maintenance and renewal budgets for 20 years for these areas.

- 10.5.2.12 The NASS Business Plan will be subject to agreement annually by the Steering Group.

### 10.5.3 Business Plan Specification

#### Minimum requirements as set out in the DPA, Schedule 3

The Minimum Requirements relating to Section 10.5 are set out in Schedule 3 of the DPA. These minimum requirements are as follows:

19. The Council and the Developer agree the ring fencing of income from ground rents received from any Units for the maintenance, renewal and management of all Non-Adopted Shared Space at the Development Area.

- 10.5.3.1 The Heads of Terms for the draft NASS lease are as follows:

<b>Landlord</b>	The Council
<b>Tenant</b>	The Developer or a wholly owned subsidiary company
<b>Term</b>	250 years
<b>Options to break</b>	Landlord only after 10 <sup>th</sup> year on 12 months notice
<b>Premium/Rent</b>	No premium Peppercorn rent without reviews
<b>User</b>	Park or outdoor community facility
<b>Repairs and maintenance</b>	Tenant obligations to clean, repair and maintain landscaping and structure based on Housing response times and the Council's parks and open spaces management standards (see Annexure 10.6). Standards to be approved by the Steering Group to ensure consistency with other provisions within the borough.
<b>Renewal of landscaping, facilities and structures</b>	Tenant will renew on cyclical basis on an agreed life cycle appropriate for facilities.
<b>Review of appropriateness of landscaping and facilities</b>	Tenant will carry out regular review of landscaping and facilities to ensure that they still meet community need and report to Steering Group with recommendations for any replacement.
<b>Insurance</b>	Tenant to insure
<b>Alienation</b>	Landlords consent required for assignment and subletting at its absolute discretion.
<b>Landlord and Tenant Act Provisions</b>	Contracted out of the provisions of the Landlord and Tenant Act 1954.

- 10.5.3.2 Ground rents to be collected by Developer and held in a separate account. Any ground rents not required by the NASS Manager for annual maintenance or renewal of the NASS or for ensuring a sinking fund was maintained in line with the agreed NASS Business Plan would be paid to the Council at the end of each accounting year unless the Council agrees otherwise.
- 10.5.3.3 In the event that leaseholders are successful in acquiring the freehold in their units through enfranchisement the consideration paid by the leaseholders in respect of the Council's freehold interest and the Developers long leasehold interest would be paid to the Council and invested in an account with interest utilised in the same way as the ground rental income.

## **10.5.4 Delivery Mechanism**

### **Ownership and governance of NASS**

- 10.5.4.1 The management and maintenance of NASS will be overseen initially by a sub-group of the Developer's area management company called the Public Spaces Group (final name to be agreed).
- 10.5.4.2 The Public Spaces Group will ensure that the NASS are effectively managed and maintained at a local level and in line with the overall area management strategy and in line with local needs and interests.
- 10.5.4.3 The Public Spaces Group will be the accountable body for the NASS Manager (provisionally called the Open Space Land Management Company - OSLMC) a new wholly owned subsidiary of the Developer.
- 10.5.4.4 The Public Spaces Group will be directly linked to the three Neighbourhood Forums and the new Local Scrutiny Panel, and supported by the area management staff. The neighbourhood officers, Community Connectors and Creation Trust will be able to signpost residents to opportunities to be involved in the Public Spaces Group. The Public Spaces Group will be set up and operating before any NASS Lease is granted.
- 10.5.4.5 The OSLMC will have a Board which will include Council officers, the Developer's neighbourhood officers and residents.

- 10.5.4.6 The OSLMC Board will meet quarterly to review the NASS Business Plan, agree budgets and make any necessary decisions. However the NASS Business Plan will be subject to agreement as set out in paragraph 10.2.4.10 above.
- 10.5.4.7 The OSLMC accounts will be managed and prepared by the Developer's finance team and will be audited every year along with the Developer's regular accounts.
- 10.5.4.8 The objectives of the OSLMC will include employment and training and community development commitments to be delivered through the management of the NASS.
- 10.5.4.9 The Public Spaces Group will consider whether these spaces would benefit from the establishment of a community land trust or similar vehicle and a report will be prepared by the Developer for the Steering Group's consideration. This would only be taken forward on the basis that the proposal had community support and can be proved to be an effective way of delivering the NASS Business Plan.
- 10.5.4.10 The Public Spaces Group will be set up from the outset of the Project in July 2014. Residents who sit on this group will be involved in developing the Business Plan for the NASS and will work with the Developer's landscape architects on the design and specification of the spaces. If required the Developer will provide training for the members of this group so they can fully participate.
- 10.5.4.11 The Steering Group will take into account local consultation processes and feedback through the Neighbourhood Forums and the Local Scrutiny Panel – and through consultation with wider stakeholder groups such as Creation Trust and the Regeneration Sub-Group in making decisions about the investment in the maintenance and management of the NASS.
- 10.5.4.12 There will be a series of public consultations which will include consultation on the open spaces. Consultation around open spaces will explore residents' aspirations for MUGAs, play areas and other ideas that supplement facilities in Burgess Park and ensure that amenities which are currently well used are re-provided in the new neighbourhoods.

- 10.5.4.13 Maintenance of NASS will be managed as locally as possible with landscape teams working closely with housing staff and residents in each area and developing personal accountability for the service they provide.

#### **Financial management of the income stream**

- 10.5.4.14 The Developer and the OSLMC will agree the NASS Business Plan and then present this firstly to the Public Spaces Group and then the Steering Group for approval, at least 12 months prior to the grant of the first NASS Lease.
- 10.5.4.15 Annual accounts will be drawn up by an independent accountant and these will form part of the Developer's accounts as the management company will be a wholly owned subsidiary of the Developer.
- 10.5.4.16 Proposals for new facilities will be first agreed by the agreed the OSLMC board, then signed off by the Area Management Board and finally approved by the Steering Group before any commitment is made to expenditure.
- 10.5.4.17 Income/expenditure accounts for the NASS will be published so that residents can see how their funds are spent.

#### **Maintaining standards**

- 10.5.4.18 The NASS will be overseen by the Public Spaces Group initially and the Board of the OSLMC bringing together a mixture of the Developer / BRAM / Council staff and residents to ensure that good standards of maintenance and renewal are sustained in line with other facilities in the borough.
- 10.5.4.19 For "day to day" maintenance and care, the Developer will employ local teams within each of the three neighbourhood hubs. Ideally, staff will be people who live in the local area and who have a natural instinct to take care of their environment. The Developer will work with Creation Trust and other stakeholders to identify people with appropriate skills and support/encourage them (including providing training / work experience with existing partners on sites across London) to be successful in taking up these opportunities.
- 10.5.4.20 Staff will be liveried with the area management company brand so that they provide a significant and visible site presence and they will carry out regular daily cleaning, litter picking, dog mess clearance, shrub maintenance, and safety checks. They will operate a repair response similar to that for

residents within their own homes with a scaling of emergency, urgent and routine repairs.

- 10.5.4.21 Residents in each neighbourhood will have access to an online “notice board” (as well as physical boards and a communal area in the local hub) through which they can see information about things that are important or useful in the common parts. This might include cleaning and gardening schedules, useful phone numbers, reported and completed repairs and safety advice.