



# Public Document Pack

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Committee Manager Katherine Davis (01903 737984)

31 August 2023

## HOUSING AND WELLBEING COMMITTEE

A meeting of the Housing and Wellbeing Committee will be held in **Council Chamber, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF** on **Tuesday 12 September 2023 at 6.00 pm** and you are requested to attend.

Members: Councillors Birch (Chair), Haywood (Vice-Chair), Bence, Bicknell, Butcher, J English, Long, Pendleton, Wiltshire, Dr Walsh and Yeates

**PLEASE NOTE:** Where public meetings are being held at the Arun Civic Centre, to best manage safe space available, members of the public are encouraged to watch the meeting online via the Council's Committee pages.

1. Where a member of the public wishes to attend the meeting or has registered a request to take part in Public Question Time, they will be invited to submit the question in advance of the meeting to be read out by an Officer, but of course can attend the meeting in person.
2. We request members of the public do not attend any face-to-face meeting if they have Covid-19 symptoms.

Any members of the public wishing to address the Committee meeting during Public Question Time, will need to email [Committees@arun.gov.uk](mailto:Committees@arun.gov.uk) **by 5.15 pm on Tuesday, 5 September 2023** in line with current Committee Meeting Procedure Rules.

It will be at the Chief Executive's/Chair's discretion if any questions received after this deadline are considered.

For further information on the items to be discussed, please contact [Committees@arun.gov.uk](mailto:Committees@arun.gov.uk).

## A G E N D A

1. APOLOGIES

2. DECLARATIONS OF INTEREST

***Members and Officers are invited to make any declaration of pecuniary, personal and/or prejudicial interests that they may have in relation to items on this agenda, and are reminded that they should re-declare their interest before consideration of the items or as soon as the interest becomes apparent.***

Members and Officers should make their declaration by stating:

- a) the item they have the interest in
- b) whether it is a pecuniary/personal interest and/or prejudicial interest
- c) the nature of the interest

3. MINUTES

(Pages 1 - 12)

The Committee will be asked to approve as a correct record the minutes of the Residential and Wellbeing Services Committee held on 20 June 2023.

4. ITEMS NOT ON THE AGENDA THAT THE CHAIRMAN OF THE MEETING IS OF THE OPINION SHOULD BE CONSIDERED AS A MATTER OF URGENCY BY REASON OF SPECIAL CIRCUMSTANCES

5. PUBLIC QUESTION TIME

To receive questions from the public (for a period of up to 15 minutes).

6. BUDGET 2024/25 PROCESS

(Pages 13 - 18)

The purpose of this report is to inform Members of the budget process for 2024/25 as required by Part 6, Section 2 of the Council's Constitution.

7. BUDGET MONITORING REPORT TO 30 JUNE 2023

(Pages 19 - 24)

The purpose of this report is to apprise the Housing and Wellbeing Committee of its forecast out turn against the 2023/24 budgets, which were approved by Full Council at its meeting of the 9 March 2023.

8. KEY PERFORMANCE INDICATORS 2022-2026 - QUARTER 1 PERFORMANCE REPORT FOR THE PERIOD 1 APRIL 2023 TO 30 JUNE 2023 (Pages 25 - 30)

This report sets out the performance of the Key Performance indicators at Quarter 1 for the period 1 April 2023 to 30 June 2023.

9. PERFORMANCE MEASURES FOR HOUSING SERVICES - QUARTER 1 PERFORMANCE FOR THE PERIOD 1 APRIL 2023 TO 30 JUNE 2023 (Pages 31 - 46)

This report sets out the performance of housing services at Quarter 1 for the period 1 April 2023 to 30 June 2023. This is the first report setting out the new measures that were agreed at committee on 20 June 2023.

10. COMPLAINTS PERFORMANCE AND DETERMINATIONS (Pages 47 - 92)

This report provides members with an overview of our complaint handling performance in quarter 1 for the period 1 April 2023 to 30 June 2023.

11. PUBLIC FACING CCTV UPGRADE (Pages 93 - 98)

This report outlines the urgent requirement to undertake technological upgrade work on the public facing CCTV across Arun to ensure continuity of service and reduce ongoing maintenance and transmission costs.

This report informs Members of the intended change to give the Local Authority the Data Controller responsibility for CCTV (currently with Sussex Police) from 1 April 2025.

12. SHAP - (SINGLE HOMELESS ACCOMMODATION PROGRAMME) (Pages 99 - 104)

To seek Committee approval to proceed with submitting suitable accommodation schemes for funding consideration in accordance with the SHAP grant conditions.

13. HOUSING HOMELESS STRATEGY EXTENSION (Pages 105 - 108)

To request the extension of the current Homeless Strategy for one further year from October 2023 to October 2024, whilst a procurement process is undertaken to instruct an author of a new strategy along with relevant consultation period with partners.

14. LOCAL AUTHORITY HOUSING FUND (Pages 109 - 114)

To seek approval from Members to proceed with the acquisition of seven additional temporary homes, including approval for the capital funding required to make up the remaining cost after the grant awarded is considered.

15. COUNCIL HOUSING COMPLIANCE STRATEGY (Pages 115 - 126)

The strategy document describes the approach adopted by the Housing Service to deliver its statutory obligations relating the building Health and Safety of its rented property stock.

## **OUTSIDE BODIES - FEEDBACK FROM MEETINGS**

16. WORK PROGRAMME (Pages 127 - 130)

The work programme for the municipal year 2023/23 is attached for members review and comment.

17. EXEMPT INFORMATION

The Committee is asked to consider passing the following resolution: -

That under Section 100a (4) of the Local Government Act 1972, the public and accredited representatives of newspapers be excluded from the meeting for the following item of business on the grounds that they involve the likely disclosure of exempt information as defined in Part 1 of Schedule 12A of the Act by virtue of the paragraph specified against the item.

18. INSOLVENCY COUNCIL TAX WRITE OFFS (Pages 131 - 136)

This report seeks Members' approval to write off outstanding council tax charges which are subject to insolvency action and the total debt is over £5,000 and requires committee authorisation.

19. BUSINESS RATES WRITE OFFS - INSOLVENCY (Pages 137 - 142)

This report seeks Members' approval to write off outstanding business rates charges as the total debt is over £10,000 and requires committee authorisation.

Note: **If Members have any detailed questions, they are reminded that they need to inform the Chair and relevant Director in advance of the meeting.**

Note: Filming, Photography and Recording at Council Meetings – The District Council supports the principles of openness and transparency in its decision making and permits filming, recording and the taking of photographs at its meetings that are open to the public. This meeting may therefore be recorded, filmed or broadcast by video or audio, by third parties. Arrangements for these activities should operate in accordance with guidelines agreed by the Council and as available via the following link - [PART 8 - CP - Section 5 Filming Photographic Protocol](#)

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# Agenda Item 3

Subject to approval at the next Housing and Wellbeing Committee meeting

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## HOUSING AND WELLBEING COMMITTEE

20 June 2023 at 6.00 pm

Present: Councillors Birch (Chair), Haywood (Vice-Chair), Batley, Bence, Bicknell, Butcher, Gunner (Substitute for J English), Needs, Pendleton, Wiltshire and Yeates

Councillor Greenway was also in attendance for all or part of the meeting.

### 80. APOLOGIES

Apologies were received from Councillor English who was substituted by Councillor Gunner.

### 81. DECLARATIONS OF INTEREST

There were no declarations made.

### 82. MINUTES

The Minutes of the previous meeting of the Committee held on 25 January 2023 were approved and signed by the Chair.

### 83. ITEMS NOT ON THE AGENDA THAT THE CHAIRMAN OF THE MEETING IS OF THE OPINION SHOULD BE CONSIDERED AS A MATTER OF URGENCY BY REASON OF SPECIAL CIRCUMSTANCES

The Chair confirmed that there was one urgent report to be presented to the Committee tonight regarding the acquisition and development of 12 new Council housings and 2 flats. As this report was an exempt report the Chair confirmed that this would be heard after agenda item 17, in exempt business.

### 84. PUBLIC QUESTION TIME

The Chair confirmed that there were no public questions submitted for this meeting.

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85. MEETING START TIMES 2023/24

The Chair confirmed that the Committee were required to agree their future meeting start times for the remainder of the municipal year. She then proposed that meeting start times remained at 6pm and this was seconded by Councillor Haywood.

The Committee

RESOLVED

That the Committee meeting start times be 6pm.

86. KEY PERFORMANCE INDICATORS 2022-2026 - QUARTER 4 END OF YEAR PERFORMANCE REPORT FOR THE PERIOD 1 APRIL 2022 TO 31 MARCH 2023.

The Group Head of Organisational Excellence was invited by the Chair to present her report to members. She explained for newer members that the council had a number of key performance indicators that measured the operational performance for the period 2022-2026 which allowed the council to measure trends. She confirmed that there were new indicators and that this has been noted in the report. Each committee had its own indicators which are shown in the appendix, specifically there were 7 indicators reporting to this committee. In summing up she explained that Policy and Finance Committee had responsibility for overseeing performance across the council, which is why they received all the indicators within their report.

The Chair then asked members for their comments and questions a summary of the points raised is below;

- CP20 it was requested that members were supplied with an additional appendix that explained the financial breakdown for this indicator.
- CP16 more detail on this process was requested, with a particular interest being expressed by members to be involved in the work being completed by officers to review and improve the process.
- CP16 and CP21 as both these indicators had deteriorated in quarter 4, more detail was requested, so members could understand what the contractor issues as mentioned in the report. It was confirmed that a new approach to the procurement process had been implemented and improvements were expected to be seen in quarter 3.

Members had a more detailed discussion was had on CP16 where they expressed their concern at the current reporting figures for this area. It was requested that a briefing or workshop was to be held with officers and members of the committee which would allow for a more detailed and focused discussion on the indicator as well as providing members with the opportunity to input into improvements. It was proposed



by Councillor Pendleton and seconded by Councillor Bicknell that an officer and member briefing/workshop be arranged. All members of the committee were in support of this proposal therefore;

The Committee

RESOLVED that

officers are to arrange a briefing/workshop for members to review and look at the key performance indicator CP16 in more detail.

Members then noted the report update provided.

#### 87. COUNCIL VISION 2022-2026 ANNUAL REPORT

The Group Head of Organisational Excellence was invited by the Chair to present her report to members. Where she advised that the council's vision was set by members and agreed at Full Council in 2022. She confirmed that the report was reported to all Committees and was grouped by council vision theme rather than specific committee responsibility. The purpose of the report before members at this meeting was to allow for a focused discussion on those areas pertinent to the Housing and Wellbeing committee.

The Chair then invited comments and questions from members. It was first highlighted that a review of the vision was undertaken urgently due to the changes in the current climate, specifically relating to rates/costs increases due to the impact of the increased inflation currently being felt by all. It was commented that given these changes it may mean that many of the areas feeding into the overall vision theme may need to be changed, put on hold or even removed as it may now not be achievable and the opportunity to review and add new areas of focus to correctly reflect the current national position. The Group Head of Operational Excellence responded by confirming that officers would be directed by members on the direction they want to take. If the view from members was a full review was needed, this could be done. However, the current document had a very broad remit and maybe members needed to ascertain if what they want to achieve could be done without the need for a full review.

There was support from across the membership of the committee for a review to be undertaken. The Legal Services Manager explained that the committee was being asked to look at the vision document with a specific focus on those matters and measures that impact the Housing and Wellbeing committee remit as delegated by Full Council. Members had the ability to make a recommendation to the Policy and Finance Committee to ask for a full review, but they should consider that other committees may not agree that a full review was required. As member debate continued there were many suggestions considered including the option for this item to be brought back to the committee at its September meeting to provide time for the committee to meet and complete their own review of the 'aims' that specifically impact their committee. The

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need for clarity was urged by the Leader of the Opposition, where it was then agreed that the review should focus on the elements that impact the Housing Revenue Account (HRA). After further discussion the Chair confirmed that it was important for members to review the current actions against the current economic climate and requested that officers organise a date for members and officers to meet to complete this review, this was unanimously agreed by the committee.

Members then noted the report update provided.

#### 88. HOUSING MANAGEMENT SYSTEM PROGRAMME UPDATE

Upon invitation by the Chair the Business Development Manager presented the report to members and highlighted that the report provided members with an update on the progress made with the implementation of the housing management system since the last update in July 2022.

The Chair invited members to make comments or ask any questions where it was asked how and why the council had ended up spending so much money on this project that had originally been predicted to cost significantly less. The Head of Housing advised members that when he arrived at the council, he had serious concerns over the planned timescales of delivery and the predicted costings. Given his previous experience of implementing the system elsewhere. He then brought a revised report update to the committee that set out revised timescales, resourcing, and costings to ensure that a fuller more robust evaluation of all the projects parameters could be undertaken and included in the project delivery. Clarity was sought on the total costs associated with the software in relation to external contractors and would there be a need for sub-contract fees. It was explained by the Business Development Manager that the software had built within it as contractor portal that would be used by any contractors used by the council, and this had been included in the total costing of the software. Additional questions were asked in relation to how residents would be able to use or interact with the new system. It was explained that there were two elements to the system that would provide residents with a registration portal and a customer portal due to be implement in May 2024, where they would be able to complete many tasks including, but not limited to bidding for properties and register complaints.

Members noted the report update provided.

#### 89. AMENDMENTS TO NEW ALLOCATIONS POLICY

(Councillor Bence and Pendleton declared personal interests in this item as members of West Sussex County Council.

Councillor Birch declared a personal interest in this item as she works for Hyde Housing)

The Housing Options Manager was invited by the Chair to present the report to members, she confirmed that the council was required by law to have an up-to-date allocations policy, which sets out how housing allocations are assessed, and housing is allocated. The policy is used to support the council's objective of delivering the rights homes in the right places. She also advised that having attended a meeting with West Sussex County Council last week she had a further update to present to members which was that WSCC are introducing a scheme for care leavers called the 'House Project' scheme which involved identifying young care leavers who would be suitable to partake in pre tenancy training, to enable them to be ready to hold a tenancy. This would also provide support when tenancies were granted to ensure that the young person's sustain their tenancy after they move in. WSCC are requesting support from Districts and Boroughs to provide with social housing tenancies for the young people on the scheme. The allocations policy already has a B10 additional preference category for young care leavers, leaving local authority care. Within this banding she was requesting that the Council may make a reasonable direct allocation of social accommodation to fulfil its obligations to West Sussex Care leavers, under the House Project Scheme and to remove the option of refusal on the expectation of better offer being made.

Members were supportive of the report and the verbal update with Councillor Pendleton expressing the importance of looking after the councils most vulnerable residents. She also asked the officer to review a number of typos she found on the following pages of the policy, 75,76,82 and 87.

The recommendation was then duly proposed and seconded and put to the vote.

The Committee

#### RESOLVED

2.1) To approve the changes to the Allocation Policy set out in this report and to give delegated authority to the Group Head of Housing Services to make minor changes to the policy and any amendments necessary to reflect legislative changes.

#### 90. SAFER ARUN PARTNERSHIP (SCRUTINY)

(Councillor Bence and Pendleton declared personal interests in this item as members of Fire and Rescue Select Committee at WSCC.)

The Community Safety Officer was invited to present his report to members where he advised members the Safer Arun Partnership was a collective partnership bringing together relevant agencies that shared knowledge and resources to tackle anti-social behaviour. The report shared with members the adopted 3-year partnership plan which give a greater scope with better transparency and scrutiny over this timeframe, he explained previously that the plans had run over a 1-year timeframe, as this was found to be very limiting.

The Chair invited members to make any comments and ask questions. There were a number of supportive comments made by members and expressions of thanks made directly to those involved in the Safer Arun Partnership for the work they undertake.

A series of questions were then asked of the chair specifically in relation to the work undertaken by the Arun District Council Community wardens and if this work would continue to be supported by the new administration. The chair confirmed that the group were very supportive of the work undertaken by the Community Wardens and no changes were expected to be made.

Members then noted the update provided.

#### 91. PERFORMANCE MEASURES HOUSING SERVICES

Upon invitation of the chair the Business Development Manager advised members that there had been a lot of changes made by the regulator for social housing. The new consumer regulation will be implemented in 2024 and the regulator expects members to know and be engaged with the legislative changes, as explained in the report detail it sets out the key areas that will be measured by these new additional performance measures, it will ensure that members will be provided with regular assurance surrounding performance as well as allowing the residents of Arun District Council being able to hold the council to account more easily.

The Chair then invited members to make comments or ask questions, where it was queried how regularly members will receive these updates. It was confirmed that it was planned to bring a report every 6 months to the committee as they will also feed into the other performance reports. It was commented that 6 monthly was too infrequent, and it would be preferred for monthly reports.

It was then proposed by Councillor Pendleton and seconded by Councillor Batley that the committee receive quarterly updates to fall in line with reporting to the Policy and Finance Committee

Moving on to debating the proposal it was discussed that as the data source as noted in appendix 2 was reported monthly, the updates should therefore be completed monthly. The officer explained that data source in the report was a dummy source, not all data was received monthly. In response it was commented that these updates could be provided by email to members. Councillor Pendleton then made a request to add to her proposal the following; the committee receive quarterly updates to fall in line with reporting to the Policy and Finance Committee on the performance measures outlined in the report **with any concerning data being reported by email to the committee as soon as it was known**. Councillor Batley as seconder was happy with this addition.

Further support for monthly reporting was heard, with the opportunity to ensure that early intervention was available to the council should there be fall in performance across any particular area. The Head of Housing then explained that it was very infrequent that performance would decline and show as a trend over the time period of a month. And whilst quarterly reporting was a more frequent reporting time period it would be sufficient for the purpose of seeing trends.

The Chair then moved to the vote on the proposal and;

The Committee

RESOLVED that

It was to receive quarterly updates to fall in line with reporting to the Policy and Finance Committee on the performance measures outlined in the report with any concerning data being reported by email to the committee as soon as it was known.

Continuing with the debate members moved on to discuss the satisfaction levels to be reported, it was asked if the officer could provide more information on what and how these satisfaction levels were arrived at. The Business Development Manager confirmed that residents were regularly surveyed, and the satisfaction levels were derived directly from these surveys, it was confirmed that the surveys were completed by telephone after a resident has received a service or job completion from the council. It also helped to highlight where processes or service had been less than satisfactory enabling the council to intervene and follow up where necessary. A further query was raised regarding the layout of the template where it was confirmed that the template had been provided by House Smart and works with the data that would be supplied.

In turning to the vote, it was requested that the recommendations were taken and voted on separately.

Recommendation 2.1 was proposed by Councillor Haywood and seconded by Councillor Yeates.

Recommendation 2.2 was proposed by Councillor Haywood and seconded by Councillor Batley

The Committee

RESOLVED

- 2.1) Approve the suite of performance measures for housing services set out in appendix 1.
- 2.2) Approve the reporting template set out in Appendix P

## 92. LEISURE OPERATING CONTRACT

(Councillors Bence, Batley, Bicknell and Wiltshire declared personal interests as members and users of Freedom Leisure and both its facilities in the district.)

The Chair invited the Environmental and Strategy Manager to present the report to members where he first introduced Ivan Horsfall Turner from Freedom Leisure and Fraser Kidd who was the councils new Wellbeing and Communities Business Manager. In turning to the report, he explained that it followed on from the report presented at the December meeting of the committee which provided further insight into the financial pressures impacting the Leisure operating contract due to the global energy crisis. Since December Freedom have closely monitored the utility market and negotiated new contracts which had improved the financial position. However, it should still be noted that these costs were still significantly higher than prior to the pre-energy crisis levels. It should also be noted that the council and freedom leisure are exploring all opportunities to reduce future costs, improve efficiencies and decarbonisation of its leisure centres. Work has been undertaken by the Sports Consultancy who have reviewed and recommended an appropriate level of one-off financial support to be made to Freedom Leisure.

The Chair then invited members to make comment or ask any questions with a reminder to be cautious if wanting to discuss any information detailed in the exempt appendix. It was asked when the applications for additional financial assistance would be applied for as detailed on page 135 of the report. It was confirmed that the Swimming Pool Support fund was expected by the end of June 2023 and in terms of phase 2 of that fund it was believed to be published in the Autumn of 2023.

Support for Freedom Leisure was heard from one member who said he had found them to be a wonderful asset for the district and he urged members to support the recommendations before the committee.

The recommendations were then proposed by Councillor Yeates and Seconded by councillor Bence.

The Committee

### RESOLVED

1.2. Note the contents of this report in relation to work undertaken by officers and our external consultants The Sports Consultancy, who have reviewed the current operating cost pressures faced by Freedom Leisure, linked to the global energy crisis.

1.3. Note the work undertaken by Freedom Leisure to secure a better energy deal to improve the financial outlook for 23/24 and therefore reduce the level of support recommended.

1.4. Support the use of £205,255, which has been included in the 2023/24 budget to support Freedom Leisure's continued operation of the Leisure Operating Contract as a one off non-contractual financial assistance.

93. OUTSIDE BODIES UPDATED

The Chair confirmed that there were no report updates for the meeting and members noted the outside bodies list.

94. WORK PROGRAMME 2023/24

The Chair advised members that the work programme for 2023/24 was for information and asked members if they had any questions or comments.

Members had a full discussion on items they would like to see added to the work programme alongside previous requests that had yet to be fulfilled. The following items were agreed to be added to the work programme;

- Review of Pets Policy requested for September meeting
- Members would like a list of all Policies that sit with Housing & Wellbeing and their expiry/review dates
- Members would like a schedule of meetings for all outside bodies that report into the Committee
- Request for Budget, Community Warden, VACC, Arts Work, Council Tax Reduction Scheme reports to be added to the work programme, including any others that may have been missed
- Request for an update on HRA
- Request for an update on Reactive and Planned maintenance work
- Invitation to Stone pillow to come and update the committee to be organised

Members then noted the work programme for 2023/24

95. EXEMPT INFORMATION

The recommendation was proposed by Cllr Gunner proposed and seconded by Councillor Batley

The Committee

RESOLVED

That under Section 100a (4) of the Local Government Act 1972, the public and accredited representatives of newspapers be excluded from the

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meeting for the following item of business on the grounds that they involve the likely disclosure of exempt information as defined in Part 1 of Schedule 12A of the Act by virtue of the paragraph specified against the item.

96. INSOLVENCY COUNCIL TAX WRITE OFFS

The recommendation was proposed by the Councillor Pendleton proposed and seconded by Councillor Gunner

The Committee

RESOLVED

1.2 To write off the outstanding council tax charges totalling £49,768.55 which are subject to insolvency action, preventing the Council from pursuing the debtor for payment.

97. COUNCIL TAX BUSINESS RATES

The recommendation was proposed by the Councillor Batley proposed and seconded by Councillor Pendleton

-

The Committee

RESOLVED

1 To write off the outstanding business rates charges totalling £87,746.88 which are subject to insolvency action, preventing the Council from pursuing the debtor for payment.

98. ACQUISITION AND DEVELOPMENT OF NEW COUNCIL HOUSES AT WARWICK NURSERIES AND BOWERIES BARNHAM AND EASTERGATE

*(Councillor Bence declared a personal interest in this item as a member of WSCC.)*

Upon invitation by the Chair the Head of Housing presented the report to members where he advised that the request for members was to give approval to enter into a Golden Brick Land Contract and Development Agreement to purchase 12 houses and 2 flats on adjacent sites in Barnham and Eastergate. He also requested approval



for the allocation of Section 106 contributions (commuted sums) to partly fund the two schemes, he explained that the contributions had to be used specifically towards new build developments within the district and were time limited.

Members took part in a full and detailed debate; they scrutinised the financial information provided to them with the report and challenged where additional information could have been provided in order to further assist them with their decision making. A full and frank discussion was had weighing up the risks of agreeing to enter into a Golden Brick Land Agreement and Development Agreement given the current economic climate versus the need and want to provide good quality homes in the right places in the district.

The Committee Manager advised members that the meeting guillotine was due to come into force and so it was proposed by Councillor Bicknell and seconded by Councillor Bence that the meeting continue for a further 30 minutes to give members the time needed finish this item of business.

All questions asked received full and detailed responses from officers and all members of the committee were invited to make comment based on the answers that had been received from officers during the debate and one non-member of the committee was invited to offer his comments and advice to the committee.

It was proposed that an amendment be made to recommendation 2.1 with the following wording to be insert at the start '**Subject to the s106 agreement list being shared with members and the investigation into right to buy ringfencing**' which was unanimously agreed by all members.

As discussion moved on, members believed the concerns they had, had at the beginning of this item had been alleviated and addressed by officers. The Chair then asked members for a proposer and seconder of the recommendations.

The recommendations were proposed by Councillor Bence and seconded by Councillor Needs.

The Committee

RESOLVED

- 1.1 Subject to the s106 agreement list being shared with members and the investigation into right to buy ringfencing, it approves Arun District Council enter into a Golden Brick Land Agreement and a Development Agreement for £3,495,000 with Elivia Homes to build 12 houses and 2 flats for the Council, details set out below subject to the following:

- 2.1.1 Report on Title and Confirmation from solicitors that the land offers a good and marketable title.

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2.1.2 Report and Confirmation by an independent Employers Agent that the Development Agreement negotiated protects the position of the Authority and will result in homes of the appropriate standard being delivered.

1.2 Approve Fees payable, including development interest, of £285,000.

1.3 Approve allocation and draw down of £2,147,370 from the identified Section 106 contributions.

2.4 **Recommend to Policy & Finance Committee** they approve the inclusion of the scheme in the Council's HRA Capital Programme, to be funded from borrowing and section 106 receipts.

(The meeting concluded at 9.23 pm)

## Arun District Council

<b>REPORT TO:</b>	<b>Housing &amp; Wellbeing Committee – 12 September 2023</b>
<b>SUBJECT:</b>	<b>Budget 2024/25 Process</b>
<b>LEAD OFFICER:</b>	<b>Antony Baden, Group Head of Finance and Section 151 Officer</b>
<b>LEAD MEMBER:</b>	Councillor Carol Birch, Chair of Housing & Wellbeing Committee
<b>WARDS:</b>	<b>All</b>
<b>CORPORATE PRIORITY / POLICY CONTEXT / CORPORATE VISION:</b>	
The Council’s budget promotes all of the Council’s Corporate Priorities.	
<b>DIRECTORATE POLICY CONTEXT:</b>	
The Council’s budget impacts all Directorates of the Council.	
<b>FINANCIAL SUMMARY:</b>	
There are no direct financial implications arising from this report.	

### 1. PURPOSE OF REPORT

1.1. The purpose of this report is to inform Members of the budget process for 2024/25 as required by Part 6, Section 2 of the Council’s Constitution.

### 2. RECOMMENDATIONS

1.2. The Committee is recommended to note the Budget process for 2024/25 as outlined in the report.

### 2. EXECUTIVE SUMMARY

2.1. The report provides a summary of the budget process for 2024/25. The Committee is asked to approve the budget process for 2024/25 as outlined in this report, noting that it was approved by Policy & Finance Committee on 11 July 2023.

### 3. DETAIL

3.1. The budget for 2023/24 was the second one to be completed under the Committee system form of governance. The relevant budgets were considered by each Service Committee before the full Budget was considered by Policy & Finance Committee on 9 February 2023 before approval by Special Council on 9 March 2023.

3.2. Members will be aware that the Council continues to face cost pressures and increasing demands on service delivery. The situation has worsened over the last year or so due to inflationary pressures and other global factors and is exacerbated by continuing uncertainty over longer term Government funding.

- 3.3. Members will be provided with a high-level update when the Financial Prospects Report is considered by this Committee later this year. The Financial Prospects Report will confirm the budget parameters for 2024/25.
- 3.4. It is accepted that within the resource constraints there is the requirement for some resource switching to enable the Council's priorities to be progressed and to meet new statutory requirements. Similar to 2023/24, Committees will be consulted on the budget, taking account of the medium-term requirement to make savings and that any growth should be minimised and met from resource switching where possible.
- 3.5. The budget guidelines issued will run parallel with any other initiatives that are being worked on. The budget resource switching parameters for 2024/25 are that growth will only be allowed in essential/priority areas and where alternative funding sources cannot be identified.
- 3.6. It should be noted that reports that require resource switching can be considered by Committees at any time during the year. However, significant permanent resource switching requires approval by Full Council as part of the formal budget setting process.
- 3.7. The key dates for the Budget 2024/25 process are summarised below:

<b>Budget Consultation Reports</b>	<b>Date</b>
Environment Committee	7 September 2023
Housing and Wellbeing Committee	12 September 2023
Planning Policy Committee	21 September 2023
Economy Committee	5 October 2023
Corporate Support Committee	12 October 2023
<b>Financial Prospects Report General Fund (Policy and Finance Committee)</b>	6 December 2023
<b>Budget Reports</b>	<b>Date</b>
Environment Committee	23 January 2024
Housing and Wellbeing Committee	25 January 2024
Planning Policy Committee	30 January 2024
Corporate Support Committee	31 January 2024
Economy Committee	1 February 2024
Policy and Finance Committee	8 February 2024
<b>Special Council</b>	<b>21 February 2024</b>

#### **4. CONSULTATION**

4.1.No consultation has been undertaken with external bodies.

#### **5. OPTIONS / ALTERNATIVES CONSIDERED**

5.1.No other options are available.

#### **6. COMMENTS BY THE GROUP HEAD OF CORPORATE SUPPORT/SECTION 151 OFFICER**

6.1. The budget will form the main reference point for financial decisions made in 2024/25 and the process must comply with the Constitution.

#### **7. RISK ASSESSMENT CONSIDERATIONS**

7.1.The main risks arising from the process are:

- The statutory deadline for setting the budget including setting the Council tax is not met;
- The budget is not considered within statutory guidance and the Constitution.

7.2.Current processes and financial controls mitigate against these risks.

#### **8. COMMENTS OF THE GROUP HEAD OF LAW AND GOVERNANCE & MONITORING OFFICER**

8.1.The Council has a legal duty to ensure its expenditure can be met by its income, inclusive of reserves. The process outlined above must comply with relevant legislation.

#### **9. HUMAN RESOURCES IMPACT**

9.1. This is a report about process. It expected that as the reports go to each committee attention will be drawn to any Human Resources impact on the committee's functions.

#### **10.HEALTH & SAFETY IMPACT**

10.1.This is a report about process. It expected that as the reports go to each committee attention will be drawn to any Health and Safety impact on the committee's functions.

#### **11.PROPERTY & ESTATES IMPACT**

11.1.This is a report about process. It expected that as the reports go to each committee attention will be drawn to any Property & Estates impact on the committee's functions.

## **12. EQUALITIES IMPACT ASSESSMENT (EIA) / SOCIAL VALUE**

12.1. This is a report about process. It expected that as the reports go to each committee Members will have regard to the Public Sector Equality duty in making their recommendations.

## **13. CLIMATE CHANGE & ENVIRONMENTAL IMPACT/SOCIAL VALUE**

13.1. This is a report about process. It expected that as the reports go to each committee attention will be drawn to any to any Climate Change environmental impact and social value impact on the committee's functions.

## **14. CRIME AND DISORDER REDUCTION IMPACT**

14.1. This is a report about process. It expected that as the reports go to each committee attention will be drawn to any Crime and Disorder reduction impact on the committee's functions.

## **15. HUMAN RIGHTS IMPACT**

15.1. This is a report about process. It expected that as the reports go to each committee attention will be drawn to any Human Rights impact of the committee's functions.

## **16. FREEDOM OF INFORMATION / DATA PROTECTION CONSIDERATIONS**

16.1. This is a report about process. It expected that as the reports go to each committee attention will be drawn to any FOI/Data Protection impact on the committee's functions.

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### **CONTACT OFFICER:**

**Name:** Antony Baden

**Job Title:** Group Head of Finance and Section 151 Officer

**Contact Number:** 01903 737558

### **BACKGROUND DOCUMENTS:**

[Council Constitution](#)

**Budget Process 2024/25  
Flowchart**



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<b>REPORT TO:</b>	<b>Housing and Wellbeing Committee – 12 September 2023</b>
<b>SUBJECT:</b>	<b>Budget Monitoring Report to 30 June 2023</b>
<b>LEAD OFFICER:</b>	<b>Antony Baden – Group Head of Finance &amp; Section 151 Officer</b>
<b>LEAD MEMBER:</b>	Councillor Carol Birch, Chair of the Housing and Wellbeing Committee
<b>WARDS:</b>	<b>All</b>
<b>CORPORATE PRIORITY / POLICY CONTEXT / CORPORATE VISION:</b>	
The Council’s budget supports all the Council’s Objectives.	
<b>DIRECTORATE POLICY CONTEXT:</b>	
Budget monitoring and forecasting are key in ensuring sound financial control and control of spending is in place. It is also a major part in ensuring sound governance arrangements.	
<b>FINANCIAL SUMMARY:</b>	
The report shows the Committee’s Revenue budget, Housing Revenue Account and Capital programme forecast out turn position for 2023/24 as at the end of Quarter 1.	

**1. PURPOSE OF REPORT**

1.1. The purpose of this report is to apprise the Housing and Wellbeing Committee of its forecast out turn against the 2023/24 budgets, which were approved by Full Council at its meeting of the 9 March 2023.

**2. RECOMMENDATIONS**

1.2. To note the report.

**2. EXECUTIVE SUMMARY**

2.1. The report sets out in further detail the Committee’s Revenue, Housing Revenue Account (HRA) and Capital programme budget performance projections to the 31 March 2024.

**3. DETAIL**

**Revenue Budget**

3.1. Table 1 below shows the 2023/24 revenue out turn forecast as at Quarter 1 and anticipates an underspend of £400,000. The variances are explained in paragraphs 4.2 to 4.5 below.

Table 1

			<b>Table 1</b>
<b>Description</b>	<b>Budget 2023/24 £'000</b>	<b>Forecast £'000</b>	<b>Variance £'000</b>
Homelessness	2,474	2,510	36
Temporary Accommodation	(32)	(32)	0
Arun Lifeline	(7)	(7)	0
Laburnum Day	49	49	0
Day Centres	78	78	0
Housing Strategy, Advice & Enabling	39	21	(18)
Community Development	234	194	(40)
Children's/Adult	57	57	0
Safety Services	716	716	0
Health & Equalities	45	45	0
Arun Leisure Centre	201	201	0
Fred Lyons Pool	112	112	0
Littlehampton	284	284	0
Leisure Management	(488)	(866)	(378)
Windmill Theatre	21	21	0
Concessionary	11	11	0
Council Tax	817	817	0
Council Tax Benefit	362	362	0
Business Rate	206	206	0
Housing Benefit	785	785	0
Rent Allowances	440	440	0
Rent Rebates	171	171	0
<b>Housing &amp; Wellbeing - Total</b>	<b>6,575</b>	<b>6,175</b>	<b>(400)</b>

3.2. **Leisure Management** - A budget for £580,000 was provided in the 2023-24 budget to provide further financial support to Freedom Leisure and help them manage the financial pressures arising because of the global energy crisis. As reported to this

Committee on the 20 June 2023, Freedom Leisure have since negotiated new contracts, which have improved their financial position and following a review, the level of financial support has been set at £202,000, which is £378,000 less than the budget.

3.3. **Homelessness** - The overspend of £36,000 is due to the storage costs of clients' furniture. The department tries to recover these costs but cannot always do so.

3.4. **Housing Strategy, Advice and Enabling** - An underspend of £18,000 is forecast due to a saving on a vacant post.

3.5. **Community Development** - The £40,000 variance is due to a timing difference between when the budget was set and beginning of the financial year.

### Capital Programme

3.6. Table 2 below details the 2023/24 forecast capital programme forecast out turn as at Quarter 1 and anticipates that spend will be in line with budget.

Table 2

Budget Monitoring 2023/24 - Capital Programme							June 2023 (Quarter 1 2023/24)		
Housing and Wellbeing Committee									
Project	Original Capital Budget (Approved) 2023/24	Carry Forwards from 2022/23	Reprofiled	Revised Capital Budget (Approved) 2023/24	Forecast Outturn for the Year (2023/24)	Variance (Forecast Outturn vs Revised Budget)	Capital Budget 2024/25	Capital Budget 2025/26	Capital Budget 2026/27
	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
ALC Wet Change	0	578		578	578	0	0	0	0
Housing Improvements and Stock Development	2,931	7,821	(6,671)	4,081	4,081	0	9,585	2,903	2,776
Decarbonisation (match funding)	3,000	0		3,000	3,000	0	0	0	0
Civica Implementation	467	60	(107)	420	420	(0)	160	0	0
Sheltered Accommodation	2,600	0		2,600	2,600	0	2,000	1,400	0
<b>Housing and Wellbeing (HRA) - Total</b>	<b>8,998</b>	<b>8,459</b>	<b>(6,778)</b>	<b>10,678</b>	<b>10,678</b>	<b>0</b>	<b>11,745</b>	<b>4,303</b>	<b>2,776</b>

3.7. The total capital budget for 2023/24 is £10,678,000, which includes slippage from the previous year of £8,459,000 and expenditure reprofiling of £6,778,000 into future financial years. Members will note that this has not resulted in additional expenditure but reflects the likely timing of future costs.

3.8. The Warwick Nurseries & Boweries scheme was approved at Full Council on the 19 July 2023 after the Quarter 1 period and will be included in the Quarter 2 forecast report.

### Housing Revenue Account (HRA)

3.9. The forecast outturn position for the HRA is summarized in Table 3 below and indicates a deficit of £519,000 in 2023/24 against a budgeted deficit of £340,000. This would result in an overspend of £179,000.

**Table 3**

<b>Housing Revenue Account - Budget Summary</b>			
	Budget	Forecast	Variance
	<b>23/24</b>	<b>23/24</b>	<b>23/24</b>
	<b>£'000</b>	<b>£'000</b>	<b>£'000</b>
Supervision & Management	5,865	6,044	179
Repairs & Maintenance	5,956	5,956	0
Rents, rates, taxes & other charges	186	186	0
Depreciation	5,808	5,808	0
Loan Charges	1,952	1,952	0
<b>Total Expenditure</b>	<b>19,767</b>	<b>19,946</b>	<b>179</b>
Gross Dwelling Rents (current stock)	18,345	18,345	0
Gross Non-Dwelling Rents (current stock)	479	479	0
Voids	(272)	(272)	0
Write-Offs	(96)	(96)	0
Other Income	764	764	0
Interest on Balance	207	207	0
<b>Total Income</b>	<b>19,427</b>	<b>19,427</b>	<b>0</b>
<b>(Surplus)/Deficit</b>	<b>340</b>	<b>519</b>	<b>179</b>
Gain or Loss on sale of HRA Non current assets	0	0	0
<b>Net HRA (Surplus)/Deficit</b>	<b>340</b>	<b>519</b>	<b>179</b>
<b>Major repairs reserve</b>			
Financing of capital spend	2,931	2,931	0
Provision for debt repayment (HRA Stock)	1,454	1,454	0
Provision for debt repayment (HRA Leases)	89	89	0
<b>Total expenditure</b>	<b>4,473</b>	<b>4,473</b>	<b>0</b>
Depreciation for year (credit)	5,808	5,808	0
<b>Total income</b>	<b>5,808</b>	<b>5,808</b>	<b>0</b>
(Surplus)/Deficit	(1,335)	(1,335)	0
Balance Brought Forward	(3,884)	(3,884)	0
<b>Major repairs reserves Balance Carried Forward</b>	<b>(5,219)</b>	<b>(5,219)</b>	<b>0</b>
<b>HRA Reserve</b>			
<b>HRA Reserve - Balance Brought Forward</b>	<b>(1,523)</b>	<b>(1,523)</b>	<b>0</b>
Net HRA (Surplus)/Deficit	340	519	179
<b>HRA Reserve - Balance Carried Forward</b>	<b>(1,183)</b>	<b>(1,004)</b>	<b>179</b>
<b>In year (Surplus) / Deficit on HRA</b>	<b>(995)</b>	<b>(816)</b>	<b>179</b>

3.10. The forecast overspends of £179,000 are against the Supervision & Management budget, including Agency staff costs (£96,000), Compensation costs (£50,000), Sheltered accommodation bed bug treatment (£20,000), Subscriptions (£8,000) and Insurances (£5,000). Work is ongoing between Finance and Housing to review these costs and identify opportunities for savings.

3.11. Following the previous update on the HRA business plan, Finance and Housing have been reviewing the HRA's financial performance. This has included a review of the capital policy and an on-going review of the depreciation policy. Work is continuing and may result in positive changes to the forecast.

3.12. Finance and Housing are also working together to identify savings and income through a review of resources, new procurement systems and reducing agency costs.

#### **4. CONSULTATION**

4.1. Consultation with other stakeholders is not required for this report.

#### **5. OPTIONS/ALTERNATIVES CONSIDERED**

5.1. Not applicable.

#### **6. COMMENTS BY THE INTERIM GROUP HEAD OF FINANCE/SECTION 151 OFFICER**

6.1. There are no additional financial implications arising from the matters set out in this report. Committee will note that the Group Head of Finance & Section 151 Officer will work throughout the financial year with other Group Heads to mitigate any overspends that have been highlighted in the report and to maximise potential income generation opportunities/cost avoidance efficiencies.

#### **7. RISK ASSESSMENT CONSIDERATIONS**

7.1. Regular budget monitoring and forecasting mitigates against the risk of poor financial control and ensures that Members are informed when corrective action is required and what action has been taken.

7.2. Responsive repair costs are overspent for the quarter. Measures are being implemented to mitigate these costs. These include the establishment of a Dynamic Purchasing System, which supports value for money and an increase in capital roofing work, which reduces responsive repair requests. There remains the risk that costs will continue to be higher than budgeted.

7.3. The capital spend on roofing supports the Council's efforts to reduce responsive repair costs. Whilst this reduces our Major Repairs Reserve balance, Finance and Housing are exploring ways of smoothing the financial impact.

7.4. Finance and Housing continue to monitor all costs and risks and will take further action as required. An updated position will be reported to Committee in the Quarter 2 monitoring report.

## **8. COMMENTS OF THE GROUP HEAD OF LAW AND GOVERNANCE & MONITORING OFFICER**

8.1. None.

## **9. HUMAN RESOURCES IMPACT**

9.1. None.

## **10. HEALTH & SAFETY IMPACT**

10.1. None.

## **11. PROPERTY & ESTATES IMPACT**

11.1. None.

## **12. EQUALITIES IMPACT ASSESSMENT (EIA) / SOCIAL VALUE**

12.1. None.

## **13. CLIMATE CHANGE & ENVIRONMENTAL IMPACT/SOCIAL VALUE**

13.1. None.

## **14. CRIME AND DISORDER REDUCTION IMPACT**

14.1. None.

## **15. HUMAN RIGHTS IMPACT**

15.1. None.

## **16. FREEDOM OF INFORMATION / DATA PROTECTION CONSIDERATIONS**

16.1. None.

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### **CONTACT OFFICER:**

**Name:** Antony Baden

**Job Title:** Group Head of Finance and Section 151 Officer

**Contact Number:** 01903 737558

### **BACKGROUND DOCUMENTS:**

Budget Book 2023/24

Minute 779, Full Council 9 March 2023 – Arun District Council budget 2023/24.

## Arun District Council

<b>REPORT TO:</b>	<b>Housing and Wellbeing Committee – 12 September 2023</b>
<b>SUBJECT:</b>	<b>Key Performance Indicators 2022-2026 – Quarter 1 performance report for the period 1 April 2023 to 30 June 2023.</b>
<b>LEAD OFFICER:</b>	<b>Jackie Follis</b>
<b>LEAD MEMBER:</b>	Councillor Birch, Chair of Housing and Wellbeing Committee
<b>WARDS:</b>	<b>N/A</b>
<b>CORPORATE PRIORITY / POLICY CONTEXT / CORPORATE VISION:</b>	
The Key Performance Indicators support the Council's Vision and allows the Council to identify how well we are delivering across a full range of services.	
<b>DIRECTORATE POLICY CONTEXT:</b>	
This report is produced by the Group Head of Organisational Excellence to give an update on the Q1 Performance outturn of the Key Performance Indicators.	
<b>FINANCIAL SUMMARY:</b>	
Not required.	

### 1. PURPOSE OF REPORT

- 1.1. In order for the Committees to be updated with the Q1 Performance Outturn for the Key Performance indicators for the period 1 April 2023 to 30 June 2023.

### 2. RECOMMENDATIONS

- 1.2. As this report is an information paper, there are no recommendations for the Committee to consider. This report is to be taken as read only with Members having the opportunity to ask questions at the meeting on service performance. Members can also submit questions or comments on the indicators relevant to their Committee and these will be considered by the Policy and Finance Committee on 26 October 2023.

### 2. EXECUTIVE SUMMARY

- 2.1. This report sets out the performance of the Key Performance indicators at Quarter 1 for the period 1 April 2023 to 30 June 2023.

### 3. DETAIL

- 3.1. The Council Vision 2022-2026 was approved at Full Council in March 2022. To support the Vision we need a comprehensive and meaningful set of performance measures which allow us to identify how well we are delivering across a full range of services. Two kinds of indicators were agreed at the Policy and Finance Committee on 17 March 2022. The first of these are annual indicators and will primarily update the progress against strategic milestones. In addition

to this 'key performance indicators' (KPIs) will be reported to committees every quarter. These KPIs are known as our Corporate Plan.

- 3.2. A short report and appendix will go to each of the other Committees in the cycle of meetings after each quarter has ended. This appendix will only contain the indicators which are relevant to each Committee.
- 3.3. A full report showing quarterly performance against all indicators (which are measured at that quarter) will go to the relevant Policy and Finance Committee meeting at the end of the cycle of the other Committee meetings. Members of the other Committees will be able to give comments or ask questions about the KPI indicators that are relevant to their Committee and these will be submitted to the Policy and Finance Committee for consideration.
- 3.4. This is the quarterly report covering performance from 1 April 2023 to 30 June 2023 and will cover only those indicators that are due to be measured at this point.
- 3.5. Thresholds are used to establish which category of performance each indicator is within.

Achieved target	100% or above target figure
Didn't achieve target but within 15% range	85%-99.9% below target figure
Didn't achieve target by more than 15%	85% or less target figure

- 3.6. There are 42 Key Performance indicators. 8 of these indicators relate to this Committee and all 8 are measured at Q1.
- 3.7. This report gives the status of the indicators at Q1. Appendix A gives full commentary for each indicator.

Status	Number of Key Performance indicators in this category at Q1
Achieved target	3
Didn't achieve but within 15% range	3
Didn't achieve target by more than 15%	1
No data available	1
<b>TOTAL</b>	<b>8</b>

- 3.8. Actions to be taken

The Interim Chief Executive and Director of Environment and Communities will monitor CP16 to ensure that the highlighted matters are resolved to encourage improved performance during 2023/24.

Data is not available for CP19, Number of Housing Register applications activated 'live' within 15 working days upon receipt of all verification documents. The Council is waiting for the implementation of Abritas, our new housing register system, which is expected to be completed around October. The housing register applications will need to be re-registered on the new system, so there will be some lag before the system is in a steady



state, but then the data will be available. The expectation in this will be in the 3rd quarter of this year (2023/24).

#### **4. CONSULTATION**

4.1. No consultation has taken place.

#### **5. OPTIONS / ALTERNATIVES CONSIDERED**

5.1. To review the report

5.2. To request further information and/or remedial actions be undertaken

#### **6. COMMENTS BY THE GROUP HEAD OF CORPORATE SUPPORT/SECTION 151 OFFICER**

6.1. None required.

#### **7. RISK ASSESSMENT CONSIDERATIONS**

7.1. None required

#### **8. COMMENTS OF THE GROUP HEAD OF LAW AND GOVERNANCE & MONITORING OFFICER**

8.1. None required

#### **9. HUMAN RESOURCES IMPACT**

9.1. Not applicable.

#### **10. HEALTH & SAFETY IMPACT**

10.1. Not applicable.

#### **11. PROPERTY & ESTATES IMPACT**

11.1. Not applicable.

#### **12. EQUALITIES IMPACT ASSESSMENT (EIA) / SOCIAL VALUE**

12.1. Not applicable.

#### **13. CLIMATE CHANGE & ENVIRONMENTAL IMPACT/SOCIAL VALUE**

13.1. Not applicable.

#### **14. CRIME AND DISORDER REDUCTION IMPACT**

14.1. Not applicable.

## **15.HUMAN RIGHTS IMPACT**

15.1. Not applicable.

## **16.FREEDOM OF INFORMATION / DATA PROTECTION CONSIDERATIONS**

16.1. Not applicable.

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### **CONTACT OFFICER:**

**Name:** Jackie Follis

**Job Title:** Group Head of Organisational Excellence

**Contact Number:** 01903 737580

### **BACKGROUND DOCUMENTS:**

None

No.	Indicator	Council Vision Theme	Service Committee to consider this	CMT Member	Assess by	Target 2023	Q1 Status	Q1 Commentary
CP11	Number of Visits to Council Leisure Centres	Improving wellbeing of Arun	Housing & Wellbeing	Philippa Dart	Higher is better	956, 650	Achieving <b>Outturn for Q1 314,601</b>	Still on target.
CP15	Time taken to process Housing/Council Tax Benefit new claims and changes in circumstances	Improving wellbeing of Arun	Housing & Wellbeing	Philippa Dart	Lower is better	8 days	Achieving <b>Outturn for Q1 3.6 days</b>	Below target
CP16	Average days to re-let all properties (key to key) excluding major voids	Delivering right homes in right places	Housing & Wellbeing	Philippa Dart	Lower is better	Q1 70 Q2 60 Q3 50 Q4 40	Not achieving <b>Outturn for Q1 80 days</b>	We continue to be affected by poor contractor performance and difficulties with our own IT system for producing void specifications. A 2nd contractor is currently undertaking some of the void work, and we have agreed a simplified way of completing the void inspections. Target for Q1 is 70 days.
CP17	Of homeless cases owed a prevention duty, % successfully resolved	Delivering right homes in right places	Housing & Wellbeing	Philippa Dart	Higher is better	55%	Not achieving but within 15% range <b>Outturn for Q1 52%</b>	It is becoming increasingly difficult in a changing market to prevent homelessness. The main reason for landlords giving notice is that they are either selling or needing to increase rent to an unaffordable level for the tenant. The increase in mortgage rates in the last year has meant that any landlord with a mortgage has been negatively affected and has either made a loss, or has had to pass the increased cost onto the tenants by rental increases. Local housing Allowance rates are frozen and are approximately 40% less than actual rents charged.
CP18	Of homeless cases owed a relief duty, % positively relieved	Delivering right homes in right places	Housing & Wellbeing	Philippa Dart	Higher is better	35%	Not achieving but within 15% range <b>Outturn for Q1 34%</b>	There is higher demand for social housing and an increased cost of private renting prevent effective relief outcomes. The ability to secure alternative private rented accommodation has reduced as it has become unaffordable to many households. There are less private rented properties available and an increased demand of tenants looking, pushing rental prices up higher along with increased landlord mortgage rates.
CP19	Number of Housing Register applications activated 'live' within 15 working days upon receipt of all verification documents	Delivering right homes in right places	Housing & Wellbeing	Philippa Dart	Higher is better	75%	No data available	Unable to provide figures for this quarter as still waiting for implementation of Abrisas, our new housing register system, is expected to be completed around October. The housing register applications will need to be re-registered on the new system, so there will be some lag before the system is in a steady state, but then the data will be available. The expectation in this will be in the 3rd quarter of this year (2023/24).
CP20	Rent collected as a proportion of rent owed (dwellings)	Delivering right homes in right places	Housing & Wellbeing	Philippa Dart	Higher is better	97%	Not achieving but within 15% range <b>Outturn for Q1 93.95%</b>	There has been a reduction in overall arrears in June. We have implemented weekly training for all officers
CP21	Percentage of non-emergency repairs completed within 20 working days	Delivering right homes in right places	Housing & Wellbeing	Philippa Dart	Higher is better	90%	Achieving <b>Outturn for Q1 90.70%</b>	There has been a slight improvement in the out of target jobs and the aged 'Work in Progress' backlog. We continue to work with our contractors Osborne (OPSL) to improve this figure and are confident the impending introduction of the Dynamic Purchasing System (DPS) will increase this figure further.

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## Arun District Council

<b>REPORT TO:</b>	<b>Housing and Wellbeing Committee – 12 September 2023</b>
<b>SUBJECT:</b>	<b>Performance measures for housing services – Quarter 1 performance for the period 1 April 2023 to 30 June 2023</b>
<b>LEAD OFFICER:</b>	<b>Sasha Hawkins – Interim Business Improvement Manager</b>
<b>LEAD MEMBER:</b>	Councillor Carol Birch
<b>WARDS:</b>	<b>All</b>
<b>CORPORATE PRIORITY / POLICY CONTEXT / CORPORATE VISION:</b>	
<p>The performance measures will support the Council’s vision and will allow the council to have visibility of how housing is performing as a service.</p> <p>It will support the following aim.</p> <p>Delivering the right homes in the right places</p> <ul style="list-style-type: none"> <li>• Ensuring the existing housing stock in the district (private sector and council owned) is maintained to a high standard.</li> <li>• Continue to bring empty homes back into use for the benefit of the community.</li> </ul>	
<b>DIRECTORATE POLICY CONTEXT:</b>	
<p>The Regulator of Social Housing expects that members and executive leaders are given performance information pertaining to the quality of homes, service performance and our engagement with tenants. Our Resident Engagement Strategy has a specific aim ‘Be Accountable’ and we set out in this our commitment to publishing performance measures.</p> <p>The performance measures set out within this report will ensure we are continuing to meet the requirements of The Regulator and deliver on the aims of our strategy</p>	
<b>FINANCIAL SUMMARY:</b>	
There are no direct financial implications to this report.	

### 1 PURPOSE OF REPORT

- 1.1 To provide members with our Q1 performance for the new set of measures agreed at committee on 20 June 2023.

## **2 RECOMMENDATIONS**

- 2.1 This report is for noting and to give Members the opportunity to scrutinise performance.

## **3 EXECUTIVE SUMMARY**

- 3.1 This report sets out the performance of housing services at Quarter 1 for the period 1 April 2023 to 30 June 2023. This is the first report setting out the new measures that were agreed at committee on 20 June 2023.
- 3.2 These measures are in addition to the Tenant Satisfaction Measures we are required to report on by the Regulator.
- 3.3 The Regulator of Social Housing expects Members and executive leaders to regularly scrutinise performance information pertaining to the quality of homes, service performance and our engagement with tenants.
- 3.4 Compared to 31 March 2023 our performance has declined in nine areas and improved in seven; some of the changes are summarised below:
- 3.5 The average relet time in days for all voids, is still high at 80 days but has reduced from 92 days in March.
- 3.6 Arrears due has increased slightly to 4.89% from 4.72%, and steps are being taken to improve income recovery.
- 3.7 The average time households spent in B&B and TA is down, and the number of cases where homelessness is prevented has increased.
- 3.8 Further detail on the figures and the actions being taken to improve performance are set out in Appendix 1 under manager comments.

## **4 DETAIL**

- 4.3 At committee on 20 June 2023 Members approved a new suite of performance measures for housing to be reported on a quarterly basis.
- 4.4 There are 17 measures set out at Appendix 1 which give performance information pertaining to key areas of our service. Where any measures are only collected annually this will be set out in the report.
- 4.5 Within the tables set out in Appendix 1 we have also set out our benchmarking against other providers, this data is provided by Housemark and determines which quartile our performance is in.

- 4.6 Due to the benchmarking timelines not all quartile information for 2022/23 is available yet, which is the year we will be benchmarking against, this will be set out in the manager comments where this is the case.
- 4.7 Other measures will be added to the table as we collate further data.
- 4.8 The column titled “ADC Quartile 2022/23” represents our performance for 2022/23 and gives members insight into how our current performance is measuring against last year’s performance, and the upper quartile column gives members insight into how far we are from upper quartile performance. Our target is to be operating in the upper quartile.
- 4.9 The comparison data for West Sussex Authorities uses Q4 data as this is the latest data available via the Department of Levelling up Homes and Communities.
- 4.10 A meeting was held with the Group Head of Organisational Excellence to ensure that moving forward the KPI report includes the measures reported on at Appendix 1.
- 4.11 We are working to improve our void performance and have a briefing with members on 27 September to update them on the recent and planned changes to the voids process and the actions and timescales for improving performance.
- 4.12 The work we are doing to improve our complaints performance and satisfaction is set out in a separate report which has been presented to members this evening.
- 4.13 In respect of rent arrears, staff have received training on income recovery, and one of our officers is solely focusing on this area. Our financial inclusion officer is continuing to offer advice and support to those in arrears.
- 4.14 We have submitted our performance information for 22/23 to Housemark and this benchmarking will be available for Quarter 2.
- 4.15 A guide to the new measures is set out at Appendix 2

## **5 CONSULTATION**

- 5.1 No consultation has taken place.

## **6. OPTIONS / ALTERNATIVES CONSIDERED**

- 6.1 To review the report and performance measures at Appendix 1
- 6.2 To request further information and/or remedial actions to be undertaken.

**7. COMMENTS BY THE GROUP HEAD OF FINANCE/SECTION 151 OFFICER**

7.1 There are no direct financial implications arising from this report.

**8. RISK ASSESSMENT CONSIDERATIONS**

8.1 There are no implications identified.

**9. COMMENTS OF THE GROUP HEAD OF LAW AND GOVERNANCE & MONITORING OFFICER**

9.1 There are no direct legal implications associated with this report.

**10. HUMAN RESOURCES IMPACT**

10.1 No impact identified.

**11. HEALTH & SAFETY IMPACT**

11.1 Appendix 1 set out performance information pertaining to compliance and repairs. These measures give oversight to help support effective management of health and safety risks associated with our housing stock.

**12. PROPERTY & ESTATES IMPACT**

12.1 The recommendations of this report have no impact on the Councils General Fund Portfolio or the delivery of Property, Estates, and Facilities functions.

**13. EQUALITIES IMPACT ASSESSMENT (EIA) / SOCIAL VALUE**

13.1 Not required for this report.

**14. CLIMATE CHANGE & ENVIRONMENTAL IMPACT/SOCIAL VALUE**

14.1 No impact identified.

**15. CRIME AND DISORDER REDUCTION IMPACT**

15.1 No impact identified.

**16. HUMAN RIGHTS IMPACT**

16.1 There are no implications identified.



## **17. FREEDOM OF INFORMATION / DATA PROTECTION CONSIDERATIONS**

17.1 There are no implications identified.

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### **CONTACT OFFICER:**

**Name:** Sasha Hawkins

**Job Title:** Interim Business Improvement Manager

**Contact Number:** 01903 737656









### **BACKGROUND DOCUMENTS:**

Appendix 1 – Table of performance measures

Appendix 2 – Performance measures guide

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## HOUSING PERFORMANCE MEASURES

Repairs	Data source	ADC Quartile 2022/23	Upper Quartile (target)	Current Performance At 30 June 2023	RAG	Previous Performance At 31 March 2023	Direction	4-month trend Mar – Jun 2023
% of emergency repairs completed in time	Housing System	<b>2</b> 97.57%	99.1%	59.09%		90.36%		
% of non-emergency repairs completed in time	Housing system	<b>3</b> 79.42%	93.72%	65.94%		64.56%		
Average cost of a responsive repair	Housing System	<b>3</b> £193.09	£125.56	£309.17		£265.04		
Satisfaction with repairs	KWEST Monthly survey	N/A	N/A	82%		83%		

SOURCE: Housemark for quartile data

Key for direction



### MANAGERS COMMENTS





Our target timescales for emergency repairs is 24 hours and for non-emergency it is 20 working days.

Our performance for last year 22/23 places us in quartile 2 and 3. We are currently trending below this figure during this quarter. There are delays in our main repairs contractor providing their data to us which impacts our reporting of completed works. However their performance is not at the level we would expect it to be and means we are below the top quartile target.

There is no quartile information available for satisfaction with repairs, as we operate a monthly transactional survey opposed to a perception survey. However we will be able to report on our annual perception survey at next months committee which will give members an indication of where we place against the rest of sector on satisfaction.

The service continues to work with our main repairs contractor to improve performance and has also established a Dynamic Purchasing System (DPS). This will make a wider range contractors available to undertake some types of work and help reduce the delays and backlogs.



Compliance	Data source	ADC Quartile 2022/23	Upper Quartile (target)	Current Performance At 30 June 2023	RAG	Previous Performance At 31 March 2023	Direction	4-month trend Mar – Jun 2023
% of domestic homes with a satisfactory EICR	Housing system	<b>3</b> 95.08%	99.57%	94.65%		94.93%		
% of homes with completed gas safety checks	Housing system	<b>4</b> 98.35%	100%	98.71%		99.73%		

**SOURCE:**Housemark for quartile data

**Key for direction**

 Figure is lower which means performance is declining     
  Figure is higher which means performance is declining     
  Figure is lower which means performance is improving     
  Figure is higher which means performance is improving

**MANGERS COMMENTS**

Gas

At the time of reporting 4 occupied dwellings did not have a current LGSR which is reflected in the percentage above, the reason for this is that access has not been provided by these residents. Officers are working with these residents to gain access, and in these situations our no access policy is used to ensure we gain access to keep our residents safe, as a last resort legal action is sought to gain access.

We continue to work with residents and communicate the importance of them providing access to us to ensure we can carry out these vital safety checks, this includes cross departmental working and liaising with external agencies who provide support to residents.

EICR

The percentage above is lower than anticipated due to approximately 105 EICR certificates which need to be supplied by contractors for voids during 2022/23, these are currently being appraised and they will then be uploaded and included in the next reporting period. The remaining properties without an EICR were either unoccupied and therefore do not qualify for inspection or they have not been inspected due to residents not providing access.

We continue to work with these residents to gain access to their property, and work with contractors to ensure certificates are provided in a timely manner.



Voids	Data source	ADC Quartile 2022/23	Upper Quartile (target)	Current Performance At 30 June 2023	RAG	Previous Performance At 31 March 2023	Direction	4-month trend Mar – Jun 2023
Average relet time in days (all voids)	Housing System	<b>3</b> 76.55	45	79.93		91.78		
% Void loss	Housing System	<b>3</b> 1.65%	0.94%	1.96%		1.65%		



SOURCE: Housemark for quartile data

Key for direction

Figure is lower which means performance is declining      Figure is higher which means performance is declining      Figure is lower which means performance is improving      Figure is higher which means performance is improving

MANAGERS COMMENTS

We are working to improve our void performance and have a briefing with members on 27 September to update them on the recent and planned changes to the voids process and the actions and timescales for improving performance.

Financial	Data source	ADC Quartile 2022/23	Upper Quartile (target)	Current Performance At 30 June 2023	RAG	Previous Performance At 31 March 2023	Direction	4-month trend Mar – Jun 2023
Arrears – as a % of rent due	Housing System	<b>3</b> 4.71%	2.2%	4.89		4.72		

**SOURCE:**Housemark for quartile data

**Key for direction**



**MANAGERS COMMENTS**

A programme of training has been put together for all officers to ensure a consistent approach is taken to income recovery, and weekly monitoring has been put in place. A dedicated officer is now responsible for reviewing high level cases.

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Complaints	Data source	ADC Quartile 2022/23	Upper Quartile (target)	Current Performance At 30 June 2023	RAG	Previous Performance At 31 March 2023	Direction	4-month trend Mar – Jun 2023
No of stage 1 complaints	Housing System	4	93.82%	25 in June	Red	25 in March	Down	
% responded to in time		38.9%		27.78%		47.37%		
No of stage 2 complaints	Housing System	4	96.1%	3 in June	Yellow	4 in March	Up	
% responded to in time		15.6%		71.43%		0.00%		

**SOURCE: Housemark for quartile data**

**Key for direction**

Figure is lower which means performance is declining

Figure is higher which means performance is declining




Figure is lower which means performance is improving

Figure is higher which means performance is improving

**MANAGERS COMMENTS**

On average across Q1 we responded to 36% of Stage 1's in time and 24% Stage 2's in time. In June we made improvements for Stage 2's and responded to 71.43% of complaints in time, however our performance for Stage 1's was below the average. Whilst the trend for Q1 still places us in the bottom quartile we are making improvements to how we handle and respond to complaints which should see improvements reflected in next quarters performance.

The Ombudsman timescales for repsonding to complaints is 10 working days for Stage 1 and 20 working days for Stage 2.

Homelessness and Housing Need	Data Source	Target Vision targets	Current Performance As at 31 Jul 2023	RAG	Previous Performance As at 31 Mar 2023	Direction
Average time households spent in B&B and EA	Local performance info	12 weeks	17 weeks 153 households		19 weeks 117 households	
Average time households spent in TA	Housing system	64 weeks	33 weeks (233 days) 38 households		39 weeks (271 days) 49 households	
Applicants on the housing waiting list	Housing system	N/A	1944		1732	

**Key for direction**



Figure is lower which means performance is declining



Figure is higher which means performance is declining



Figure is lower which means performance is improving



Figure is higher which means performance is improving

Page 4



**MANAGER COMMENT**

The direction of the arrow shows whether the current performance figure is higher or lower than the previous quarter, the colour indicates whether that direction is positive or negative. The two measures above with a green arrow shows performance improving compared to last quarter, and the measure with the red arrow shows an increase in applicants on the waiting list.

No families in B&B on 31 Jul had been there over 6 weeks.

We are working under unprecedented demand on our service with numbers in TA at the highest numbers for 25 years since records were created, locally and nationally. Housing options officers have extremely high caseloads and are working hard to prevent and relieve as many homeless cases as possible.



<b>Comparison with West Sussex Authorities</b>	Data Source	County average	ADC performance Jan-Mar 2023	Previous performance Oct – Dec 2022	Direction
No of households in TA per 000 households in area	DLUHC data tables	3.84	2.16	2.30	
Number of cases where homeless prevented	DLUHC data tables	52	110	92	

<b>TOTAL ON HOUSING LIST AS AT 31 JULY 2023 = 1944</b>						
Banding and Bed need breakdown for general needs and sheltered housing applications:						
<b>Band / Bed</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>TOTAL</b>
<b>A</b>	68	22	7	4	0	101
<b>B</b>	207	118	82	52	7	466
<b>C</b>	597	422	274	80	4	1377
<b>TOTAL</b>	872	562	363	136	11	1944

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## Guide to new performance measure tables

<b>Measure</b>	Brief description of each performance measure
<b>Data source</b>	Where the measure is stored or generated. Most measures will be data that we extract from a relevant housing system, some might come from survey data and others may come from Housemark or government tables
<b>ADC quartile</b>	<p>This is taken from our Housemark subscription. A number in bold and a background colour displays which quartile our last submission places us in, with Quartile 1 (green colour) being the top performing position and Quartile 4 (red colour) being the lowest performing position.</p> <p>Also in this box is the figure we provided in our last submission that determined the quartile position</p>
<b>Upper quartile</b>	This shows what figure we'd need to achieve to get into quartile 1 (based on last submission information) and is also the current target for this measure.
<b>Current performance</b>	This is our most recent performance data - could be a monthly, quarterly, or annual figure
<b>RAG status</b>	Red, Amber Yellow, and Green colours to show which quartile our latest performance figure would put us in, if we compared current performance against last Housemark submission information
<b>Previous performance</b>	This is our previous performance data - could be a monthly, quarterly, or annual figure
<b>Direction</b>	<p>Will show red or green arrows in an upward or downward direction to show the difference between our current and previous performance.</p> <p>The direction of the arrow shows whether the current performance figure is higher or lower than previously, the colour indicates whether that direction is positive or negative.</p>
<b>Trendline</b>	Visual display of the recent trajectory of each measure over the last 4-month period (where applicable)

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## Arun District Council

<b>REPORT TO:</b>	<b>Housing and Wellbeing Committee – 10 September 2023</b>
<b>SUBJECT:</b>	<b>Housing services complaints performance and determinations</b>
<b>LEAD OFFICER:</b>	<b>Sasha Hawkins – Interim Business Improvement Manager</b>
<b>LEAD MEMBER:</b>	Councillor Carol Birch
<b>WARDS:</b>	<b>All</b>

**CORPORATE PRIORITY / POLICY CONTEXT / CORPORATE VISION:**

The report supports the following areas in the corporate vision:

- Delivering the rights homes in the right places
- Support those in our community that need help, providing a safety net where necessary and working with people and organizations to meet different needs.
- Ensure the existing housing stock in the district (private sector and council owned) is maintained to a high standard.
- Support households with complex needs to secure suitable accommodation.

This report provides members details of Housing Ombudsman determinations made against the council and our complaints performance for the first quarter of 2023/24 (April to June).

**DIRECTORATE POLICY CONTEXT:**

The Housing Ombudsman Complaint Handling Code sets out that landlords should provide their governing bodies with information on their performance on complaint handling, to include showing that we have complied with any orders made by the Ombudsman.

As a landlord we have to ensure compliance with the Housing Ombudsman Complaint Handling Code as failure to do so could result in a complaint being referred to an appropriate regulator.

**FINANCIAL SUMMARY:**

As a result of the determinations made by the Housing Ombudsman between May 2022 and July 2023 the council was ordered to pay £500 compensation.

The average amount of compensation paid as part of our Stage 1 and Stage 2 responses for Q1 was £187.00. The main driver for compensation is work being carried out late by our contractors.

## **1 PURPOSE OF REPORT**

- 1.1 To present to committee an overview of the determinations made by the Housing Ombudsman since May 2022.
- 1.2 To present to committee an overview of Housing services complaints performance for Q1 (April to June)

## **2 RECOMMENDATIONS**

It is recommended that the Housing and Wellbeing Committee

- 2.1 Note the contents of the report
- 2.2 Note that the council has complied with the orders made by the Housing Ombudsman in their determinations

## **3 EXECUTIVE SUMMARY**

- 3.1 This report provides members with an overview of our complaint handling performance in quarter 1 for the period 1 April 2023 to 30 June 2023.
- 3.2 The report also provides an overview of the complaints determined by the Housing Ombudsman for the period May 2022 to July 2023.
- 3.3 The Housing Ombudsman Complaint Handling Code sets out that landlords should report to their members regular updates on their complaint handling performance and their compliance with Ombudsman orders. Reports on our complaint handling performance and any determinations will be brought to committee every quarter.
- 3.4 For the period between May 2022 and July 2023 we received two determinations by the Housing Ombudsman. There were findings of maladministration in our complaint handling and approach to repairs during covid-19.
- 3.5 For the period 1 April 2023 to 30 June 2023 96 formal complaints were received, the highest volume of complaints was seen in our repairs service which accounted for 68 of formal complaints received.
- 3.6 On average for quarter 1 we responded to 36% of Stage 1 complaints in time and 24% of Stage 2 complaints in time, this places us in the bottom quartile for performance when compared to other authorities.
- 3.7 There was a high proportion, 73%, of complaints which were upheld, with the main cause being the service not meeting expected standards.

## 4 **DETAIL**

### 4.1 **Determinations**

4.2 During the period May 2022 to July 2023 the Housing Ombudsman made two determinations in relation to complaints made to the Council. These determinations are published on the Housing Ombudsman's website three months after the decision date to ensure our tenants can better hold us to account on the way we handle complaints.

4.3 The Housing Ombudsman may issue one of the following outcomes when making their determination.

**Maladministration** - where the landlord has failed to comply with its legal obligations or its policies and procedures, or where the landlord has unreasonably delayed in dealing with the matter. This could be a finding of service failure, partial maladministration, maladministration, or severe maladministration, depending on the seriousness of the failure and the impact on the customer.

**No maladministration** – where the landlord is found to have acted appropriately.

**Redress** – where the landlord made redress to the customer which resolved the complaint satisfactorily in the Ombudsman's opinion.

**Resolved with intervention/early resolution** – where the complaint was resolved with the Ombudsman's intervention

**Outside jurisdiction (OSJ)** – where the Ombudsman did not have the authority to investigate. This could be for a variety of reasons including: the complaint had not been made within a reasonable timescale; the complaint did not meet the conditions of the scheme; or the matter was more appropriately dealt with by the courts, a tribunal, another complaint handling body or regulator.

4.4 When the Ombudsman issues their determination they may make an order, landlords are obliged to comply with any orders made in a determination where failures have been identified. We must then evidence to the Ombudsman that the orders have been complied with.

4.5 The Ombudsman may also make recommendations within their determinations and although they do not have enforceable compliance target dates we are expected to provide updates to the Ombudsman within four weeks of the determination date.

4.6 In order to arrive at the determinations both the resident and the Council submit information to the Ombudsman for their consideration.

4.7 Below is an overview of the determinations made, the orders and recommendations made by the Ombudsman.

4.8 **Determination 1 (May 2022)**

This complaint was about our response to repairs during Covid-19, our handling of their complaint, a warning we gave about unreasonable behaviour, our overall complaint handling and adherence to the Ombudsman's complaint handling code, and our unreasonable behaviour policy.

The Ombudsman's findings in relation to this complaint were;

**Determination (decision)**

Maladministration in our approach to repairs during Covid-19

Maladministration in the handling of their complaint

Maladministration in the warning we gave to the complainant about unreasonable behaviour

Maladministration in the overall complaint handling and adherence to the Complaint Handling Code (CHC).

*The landlord's policy to only attend to emergency/sensational repairs in January and February 2021 was not in line with Government guidance at that time, and it has not provided sufficient explanation for why it was unable to follow this guidance. This was frustrating for the resident.*

*It was unreasonable not to add the additional issues raised to complaint A, which was again frustrating for the resident and led to time and trouble taken to raise a separate complaint so these issues could be addressed.*

*The landlord's decision to warn the resident about 'unreasonable behavior' is not supported by evidence that demonstrates that his behavior was unreasonable. This has caused the resident distress and anxiety.*

*The landlord was without a full complaint policy for an extended period, including when the CHC was in operation, which was a failing.*

*The resident referred to the CHC to understand the landlord's obligations, and experienced frustration when the landlord did not adhere to these. The policy that is now in place does not fully correspond to the CHC.*



*Overall there was maladministration in the complaint handling which is especially concerning given the previous investigations that have been carried out as noted above. While the order for compensation made below relates to this investigation only and not matters already compensated for in other cases, it does take into consideration the additional frustration caused to the resident in this complaint through repeated failures.*

### **Orders**

*Pay the resident £450 for the time, trouble, distress and frustration the failings identified in this report caused.*

*Provide a written apology to the resident for the unreasonable behaviour warning*

*Review and revise our complaint policy to ensure that it is in line with the Ombudsman's CHC.*

*Provide training to all staff that handle complaints to ensure that this is being done correctly, and in line with the CHC. Details of this training to be provided to the Ombudsman.*

### **Recommendations**

*Take steps to ensure that other senior officers have the authority to authorise complaint responses in the Senior Staff Member's absence, and that complaints about individual members of staff are not responded to by those staff members.*

#### **4.9 The full determination is attached at Appendix 1**

#### **4.10 Determination 2 (January 2023)**

This complaint was about our handling of repairs to the resident's garden, their concerns about subsidence and their formal complaint.

#### **Determination (decision)**

That we offered reasonable redress in relation to the complaint concerning our handling of the repairs to the resident's garden.

That there was no maladministration in our response to the resident's concerns about subsidence

That there were delays in our complaint responses and that we did partially acknowledge this. However, we did not take these delays and the impact they had on the time taken to conclude the complaint into account when we provided our final response, or offer any redress to put this right.

### **Orders**

*Pay the resident £50 in recognition of the delays in our response to their complaint*

### **Recommendations**

*Contact the resident with a date to meet and agree the outstanding work to the garden. Once the parties have met, it is recommended that we write to the resident to confirm the schedule of works and the dates which they will be completed.*

*Provide the Ombudsman with an update on its efforts to finalise the garden works.*

### **The full determination is attached at Appendix 2**

#### **4.11 Compliance**

4.12 All orders made by the Ombudsman have been complied with and evidence provided to the Ombudsman in line with their protocol.

4.13 Following the determination made in May 2022 our corporate complaint policy was updated and agreed by the Audit and Governance Committee on 29 September 2022 to ensure compliance with the updated Complaint Handling Code and this was provided to the Ombudsman. We also completed our self-assessment against the code which was presented to Members in January 2023.

4.14 All housing staff undertook e-learning training provided by the Housing Ombudsman.

#### **4.15 Complaint performance**

4.16 In housing services we have expanded the data we collect relating to our complaint handling performance so we can identify trends, systemic issues and highlight areas for improvement. These changes came into effect from 1 April 2023 which will allow us to report to Members each quarter on our performance.

4.17 The Housing Ombudsman Complaint Handling Code sets mandatory response times for Stage 1 and Stage 2 complaints, this is mirrored in our complaint policy.

- 4.18 Appendix 3 sets out our performance for quarter 1 and reports on key measures such as response rate, volume of complaints, and root causes.
- 4.19 Compared to last year 2022/23 the volume of complaints has increased, with 96 complaints being received in Q1 and 181 received in the whole of 22/23. We are not alone in the increase in volume as reports from Housemark advise that the sector saw a 78% increase in the volume of complaints for 22/23. Partly this is due to changes in the complaint handling code that stipulates that landlords should not have a pre-complaint or quick resolution stage therefore; more requests are logged as stage 1 complaints.
- 4.20 Appendix 3 shows that our repairs service has received the largest number of complaints in Q1. This is partly due to the performance of our contractors which is being addressed by the implementation of a Dynamic Purchasing System, and improved performance monitoring. We know from Housemark that repairs are the main driver for satisfaction with our residents so making improvements in this area should see an increase in satisfaction translated into a reduction in complaints.
- 4.21 Service not up to standard and poor communication are the two main reasons for complaints. We are taking steps to improve our performance, which should improve satisfaction with our repairs service. Communicating with our residents is critical and the purpose of our Resident Engagement Strategy. We know there is further work to do in this area to ensure we respond to residents in a timely manner and keep them updated on progress with their enquiries.
- 4.22 The response time set by the Housing Ombudsman for Stage 1 and Stage 2 complaints is 10 and 20 working days. Appendix 3 shows the percentage of complaints responded to within time is below what we would expect, and places us in the bottom quartile of performance when compared to other authorities.
- 4.23 Actions are being taken to improve performance and are detailed below.
- 4.24 Development of a new complaints and compliments tracker, which allows us to have greater oversight of complaints and identify gaps in our performance, trends, and areas for improvement.
- 4.25 A new complaints process map has been developed along with a step-by-step guide to ensure that everyone is working in a consistent way, this work has also allowed us to identify areas for improvement which have been implemented and are set out below.
- 4.26 The housing management team are updated on our complaint's performance monthly and discuss areas of concern.

- 4.27 We have set up a central mailbox for housing complaints which is always monitored and responded to, ensuring that complaints are allocated quickly allowing officers more time to investigate and respond to complaints.
- 4.28 The complainant should be contacted within 48 hours, or their complaint being allocated to investigating officer to ensure we have a clear understanding of their complaint and give them the opportunity to provide us with any further information.
- 4.29 Service managers are provided information on any due complaints in their areas each week.
- 4.30 Where the Business Improvement Manager identifies areas of concern with complaints performance these will be raised with the Head of Housing so action can be taken.
- 4.31 Weekly meetings with Infomanagement to keep track of any outstanding complaints.
- 4.32 These changes have started to improve our response times and we have seen this reflected In August's figures which will be shown in Q2's report.
- 4.33 **Compliments**
- 4.34 For quarter 1 we received 5 compliments which are set out below
- 4.35 "She was supported on to the housing register and secured accommodation"
- 4.36 "I would like to express my thanks once again for your assistance in this matter and a satisfactory resolution"
- 4.37 "To thank you for the kind, considerate and helpful meeting that you held"
- 4.38 "Just to say thank you for getting the work orders raised and completed"
- 4.39 "She took the time to understand the situation and how it had affected her mental health and should be acknowledged for this"

## **5 CONSULTATION**

- 5.1 None required

## **6 OPTIONS/ALTERNATIVES CONSIDERS**

- 6.1 This report is for noting only

## **7 COMMENTS BY THE GROUP HEAD OF FINANCE/SECTION 151 OFFICER**

- 7.1 The financial implications outlined in this report are comparatively minor and can be funded within the existing housing budget.

## **8 RISK ASSESSMENT CONSIDERATIONS**

- 8.1 Not applicable.

## **9 COMMENTS OF THE GROUP HEAD OF LAW AND GOVERNANCE & MONITORING OFFICER**

- 9.1 Compliance with the Complaint Handling Code is a requirement of the membership of the Housing Ombudsman Scheme and failure to comply with the Code entitles the Ombudsman to take action through its determinations and other avenues. There are no direct legal implications associated with this report, but the report forms part of the Council's ongoing work to adhere to the Code and to improve its complaints performance.

## **10 HUMAN RESOURCES IMPACT**

- 10.1 No impact identified.

## **11 HEALTH & SAFETY IMPACT**

- 11.1 There are no direct health and safety impacts associated with this report. However reporting on complaint performance and Ombudsman determinations helps to highlight improvements to service areas which include repairs and compliance, which will help support the effective management of health and safety risks.

## **12 PROPERTY & ESTATES IMPACT**

- 12.1 The recommendations of this report have no impact on the Councils General Fund Portfolio or the delivery of Property, Estates, and Facilities functions.

## **13 EQUALITIES IMPACT ASSESSMENT (EIA) / SOCIAL VALUE**

- 13.1 Not required for this report

## **14 CLIMATE CHANGE & ENVIRONMENTAL IMPACT/SOCIAL VALUE**

- 14.1 No impact identified

**15 CRIME AND DISORDER REDUCTION IMPACT**

15.1 No impact identified

**16 HUMAN RIGHTS IMPACT**

16.1 There are no implications identified.

**17 FREEDOM OF INFORMATION / DATA PROTECTION CONSIDERATIONS**

17.1 There are no implications identified

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**CONTACT OFFICER:**

**Name:** Sasha Hawkins

**Job Title:** Interim Business Improvement Manager

**Contact Number:** 01903 737656

**BACKGROUND DOCUMENTS:**

Appendix 1 – Determination 1

Appendix 2 – Determination 2

Appendix 3 – Complaints performance figures

## Appendix 1

Taken from the Housing Ombudsman website

### REPORT

COMPLAINTS 202109998 & [202117383](#)

Arun District Council

31 May 2022

### Our approach

The Housing Ombudsman's approach to investigating and determining complaints is to decide what is fair in all the circumstances of the case. This is set out in the Housing Act 1996 and the Housing Ombudsman Scheme (the Scheme). The Ombudsman considers the evidence and looks to see if there has been any 'maladministration', for example whether the landlord has failed to keep to the law, followed proper procedure, followed good practice or behaved in a reasonable and competent manner.

Both the resident and the landlord have submitted information to the Ombudsman and this has been carefully considered. Their accounts of what has happened are summarised below. This report is not an exhaustive description of all the events that have occurred in relation to this case, but an outline of the key issues as a background to the investigation's findings.

### The complaint

1. The resident complains about:
  - a. The landlord's approach to repairs during Covid-19 (complaint A).
  - b. The handling of complaint A (complaint B).
  - c. A warning the landlord gave about unreasonable behaviour (complaint C).
  - d. Overall complaint handling and adherence to the Ombudsman's Complaint Handling Code.
  - e. The landlord's unreasonable behaviour policy.

### Jurisdiction

2. What we can and cannot consider is called the Ombudsman's jurisdiction. This is governed by the Housing Ombudsman Scheme. When a complaint is brought to the Ombudsman, we must consider

all the circumstances of the case as there are sometimes reasons why a complaint will not be investigated.

#### The landlord's unreasonable behaviour policy

3. It is noted that while the landlord had no specific policy in place at the time of the original complaints, it has now published an 'unreasonable behaviour policy' on its website. The resident has recently raised concerns with this Service about its contents, which he feels do not align with the Ombudsman's Complaint Handling Code (CHC). He feels the policy may give rise to systemic failings as it does not refer to the Scheme, is unfair in referring to 'raising a formal complaint for very minor problems' as unreasonable behaviour, and does not have an appeal process. He states that the landlord has declined to respond to a formal complaint about this matter, saying that it was unable to consider the issue other than via judicial review.
4. Paragraph 36 of the Scheme states that for the Ombudsman to consider a complaint, 'The person complaining, or on whose behalf a complaint is made must have been, in the Ombudsman's opinion, adversely affected by those actions or omissions in respect of their application for, or occupation of, property.' In this case, the resident has not been the subject of the new unreasonable behaviour policy and so cannot have been adversely affected by it. As such, this investigation does not consider this matter.
5. The Ombudsman does encourage the landlord to consider the resident's complaint about the unreasonable behaviour policy however.

#### Background

6. The property is a general needs four-bedroom mid-terrace house. Under section 11 of the Landlord and Tenant Act 1985, the landlord has a legal obligation to keep in repair the installations for sanitation, including the toilet. This is also reflected in the resident's tenancy agreement.
7. The landlord's Tenants Handbook and its 'Housing Service Standards' document that was in place at the time sets out the different repair categories and timeframes for response:
  - a. Emergency repairs – to be carried out within 4 hours or made safe and full repairs carried out at a later date.
  - b. Next Day – within 24 hours.
  - c. Urgent repairs – within 5 working days.
  - d. Routine repairs – within 20 days.
  - e. An 'Emergency Repair' is 'where there is a risk of personal injury or severe damage to property'.



8. The landlord has provided a copy of a document titled 'Repairs in tenants' homes during the COVID-19 outbreak' which is dated 8 January 2021. This states: 'During the COVID-19 outbreak, we'll only be carrying out emergency and essential repairs in tenants' homes. Emergency repairs are generally anything which causes immediate risk to your health, safety and security of any occupants and /or visitors in your home. Or causing immediate damage to a property's structure, fixtures and/or fittings. However for the immediate future, emergency repairs will also include some work which under normal circumstances we'd classify as routine and would take longer to complete.'
9. The Government's 'Guidance for landlords and tenants' was non-statutory guidance for landlords and tenants which gave details on repairs and inspections in the context of COVID-19. The version as was updated on 8 January 2021 stated: 'Landlords can take steps to carry out repairs and safety inspections under the national lockdown which is in force in England, provided these are undertaken in line with public health advice and the relevant coronavirus (COVID-19) legislation. We understand current restrictions may mean it is harder to carry out routine or essential repairs and maintenance, but we expect landlords to make every effort to meet their responsibilities.'
10. The landlord had no 'live' complaint policy in place at the time of the matters complained about. It has provided the Ombudsman with a link to its website which gave details of the complaint process, but this link no longer functions. From a previous case investigated by this Service, it is understood that the website set out the following at the time of the matters complained about: At stage one, the landlord would acknowledge complaints within five working days, telling the resident the name of the officer who would be dealing with their complaint. The person investigating a stage one response would send the resident either a full answer or a progress report in writing within ten working days.
11. If the resident escalated their complaint to stage two, it would be formally investigated by an officer from a different service area. Where possible, this investigation would be completed within 20 working days. If this was not possible, the resident would be sent a progress report indicating the timescales for completion of the investigation. When completed, the stage two response would be passed to either the Chief Executive or a Director for review and sign off within an additional five working days.
12. The Ombudsman's Complaint Handling Code (CHC) was introduced in July 2020 (with landlord's expected to be compliant by January 2021) and sets out good practice that will allow landlords to respond to complaints effectively and fairly. Following a review one year after it was introduced it was updated

to strengthen provisions to support a positive complaint handling culture. The updated CHC took effect from 1 April 2022 and landlords have until 1 October 2022 to become compliant.

13. As the matters complained about occurred while the original CHC was in place, they are assessed against this version rather than the April 2022 version.
14. This investigation report addresses two complaints brought to us by the resident: 202109998 (about the landlord's approach to repairs during Covid-19 and complaint handling) and 202117383 (about the unreasonable behaviour warning/policy and complaint handling). While these complaints were brought separately, as the issues raised are interlinked, the Ombudsman has made the decision to investigate these together.

### **Summary of events**

15. In December 2020 the area that the resident's property is situated in went into a 'tier four' local lockdown. On 4 January 2021 the Government announced the third national lockdown for England. On 8 January 2021 the landlord limited its repairs service to emergency/essential repairs only.
16. On 1 February 2021 the resident reported to the landlord that the toilet cistern in his home was constantly running. On 27 February 2021 he reported the kitchen tap was leaking.
17. On 1 March 2021 the resident emailed the repairs service, and also a senior member of staff (Senior Staff Member) raising concerns that the landlord was not attending to repairs in spite of the Government's 'Guidance for Landlords and Tenants' document which said that it should.
18. The repairs service replied on 2 March 2021 stating that during the Covid-19 outbreak and in accordance with Government guidance it would only be carrying out emergency and essential repairs.
19. On 3 March 2021 the landlord emailed the resident to explain that the restrictions on repairs were being lifted as of 8 March 2021 and it would be in contact shortly to book appointments for the repairs he had reported.
20. A manager emailed the resident on 5 March 2021 explaining that when the area was placed into tier four, followed shortly by the national lockdown, the landlord took the decision to undertake emergency/essential repairs only to help minimise the spread of infection. The website was updated to reflect this, and tenants were informed when calling to report a routine repair. It was

returning to its normal repairs service as of 8 March 2021. The resident reports that he did not receive this email.

21. On 8 March 2021 the landlord contacted the resident to arrange the toilet repair, but the resident stated that he had already arranged this himself as he had not wanted to wait any longer.
22. The resident made a formal complaint (complaint A) on 15 March 2021 about a lack of response from the Senior Staff Member to his concerns, and that the landlord was giving out false information regarding Government guidelines, which he said clearly stated that repairs could go ahead during the current lockdown.
23. The landlord acknowledged the complaint on 17 March 2021 and said that usually a response would be provided by the Senior Staff Member within ten working days, but this had to be extended to 13 April 2021. The resident expressed his dissatisfaction with this, and asked to add the matter of the complaint response being delayed, and the Senior Staff Member investigating an issue that they were directly involved in, to complaint A.
24. The landlord declined to add the resident's two additional concerns to complaint A and asked the resident if he wanted to make a new complaint about these matters. The resident did so on 24 March 2021 (complaint B). The landlord acknowledged this on 31 March 2021.
25. In response to enquiries the resident made about a complaint policy around his same time, the landlord confirmed that it had no standalone complaint policy and was currently working to the corporate complaint policy, providing a link to its website for this.
26. The landlord provided a stage one response to complaint B dated 9 April 2021 in which it explained that as complaint A was about repairs it was the Senior Staff Member that was responsible for responding. It said that had another member of staff dealt with the case they would still have needed to revert to the Senior Staff Member.
27. Regarding the extension to the stage one response timeframe, the landlord acknowledged that the resident would prefer a quicker response, but there were justifiable reasons for the extension (annual leave), and the CHC permitted deadlines to be extended for justifiable reasons.
28. The resident made a stage two complaint (complaint B) dated 9 April 2021 in which he referenced the CHC which said that landlords should address all points and provide clear reasons for decisions, referencing relevant policy and law.

The resident went on to reiterate his concerns about the handling of the matter and asked for compensation for stress and time taken.

29. The landlord provided a stage one response to complaint A dated 12 April 2021. This referred to the 5 March 2021 email and explanation and said that Government guidance was 'guidance' only and ultimately it was for the landlord to make decisions in relation to its operational delivery of services. The landlord noted three repairs that the resident had reported since December 2020:
  - a. 1 February 2021: Toilet constantly running, classified as a routine repair to be carried out within 20 working days. The landlord contacted the resident on 8 March 2021 to schedule the work, and the resident said he had repaired it himself as he did not want to wait any longer.
  - b. 15 March 2021: Repair to a front bedroom window reported, classified as urgent and attended to on 16 March.
  - c. 5 March 2021 leaking kitchen tap: This was attended to on 11 March 2021.
30. The landlord did not uphold the complaint.
31. The resident made a stage two request (complaint A) on 13 April 2021. In this he said that the Senior Staff Member should have provided him with regular updates and emailed him before issuing the stage one response, in line with the CHC. He also said that the stage one response failed to set out the landlord's legal obligations, as per the CHC. The resident said that the tenancy agreement was legally binding and any changes made regarding repairs should be discussed with every tenant.
32. The resident stated that he was unaware that the landlord had suspended non urgent repairs as when he reported the toilet running on 1 February 2021 he received no reply. It was not until he reported the kitchen tap on 27 February 2021 that he was informed of this. He said, 'The toilet was running so badly, after 2 months of waiting for toilet to be repaired, I had to get this fixed myself as the council refused to fix it and the water running down the pan was costing me money. Not to mention the annoyance of water constantly running.'
33. The resident complained that the landlord had said that attending to only emergency repairs was in line with Government guidance, when in fact the guidance stated that landlords could carry out repairs. The resident said that the stage one response failed to address this or the landlord's legal obligations.
34. The resident said he did not receive the 5 March 2021 email, concluding, '...Arun District council have totally let me down and tried to pull the wool over my eyes. They have failed to follow their

legal obligations owed their tenants. The stage 1 complaint was a total whitewash. ADC totally washing their hands of any responsibility as usual. I would like compensation for the serious service failures and compensation for the time and effort to me for bringing yet another problem and failure in customer service to the attention of ADC. I would also like compensation for getting the toilet fixed and for the time and stress.'

35. The landlord then contacted the resident to clarify the complaint. In reply on 29 April 2021 the resident explained that his complaint '...centres around the fact tenants have legal rights under the tenancy agreement'. He said that the landlord should have stated its legal methodology in its stage one response, in line with the CHC, as the tenancy agreement was a legally binding contract between the tenant and the landlord.
36. It was agreed that the landlord would provide a single response to both complaints A and B at stage two. Internal emails from 10 May 2021 confirm that the landlord had not yet incorporated the CHC into its own complaint policy, although it recognised that the CHC had become operative in January 2021.
37. On 21 May 2021 the landlord shared its provisional stage two response with the resident, which he stated he did not agree with and so would be raising the matter with the Ombudsman once the landlord had issued the final response. The landlord did so on 24 May 2021. In its stage two letter it referred to the resident's comments about the CHC and stated that it did not regard this as a 'rule book' and noted that the CHC itself said that while landlords must comply with some elements, the Ombudsman recognised that there were some areas where landlords could use their discretion.
38. The landlord said that it was unaware of a deadline for implementation of the CHC and it was working to align this with its existing corporate complaints code. Regarding the resident's comments about the landlord's stage one response not stating its legal methodology, the landlord said that reference to policy or law was not always required in a complaint response.
39. The landlord acknowledged that the resident had not received the 5 March 2021 email, but said that it had been sent and to the correct email address. It said that that it would have been better had the stage one acknowledgment letter detailed the reason for the extended stage one response time. The letter also said '...I will recommend that consideration also be given to other senior officers in housing having the authority to authorise complaint responses in [the Senior Staff Member's] absence.
40. Regarding the resident's complaint that the landlord had not published its complaint policy, the letter said that this was available

online and provided the website address. A new complaint policy was being prepared. The letter stated, 'I will be recommending that the Council's web pages for the Housing service be improved alongside the adoption of the new Housing Complaints policy so that information on how to make a complaint accords with the Code.'

41. The landlord noted that the resident had wanted to add issues to his stage one complaint but had not been permitted to. It said it saw no value in the resident adding these matters, but also there had been no value in the landlord not allowing this.
42. The resident had complained the stage one response was not shared with him prior to it being issued, in line with the CHC, but the landlord said that not doing so was in line with its own procedures. However, it had shared the stage two response with him.
43. Regarding the resident's comments about the landlord's legal obligations and tenancy agreement, it said, 'The Pandemic has caused many organisations, not just this Council, to adopt different practices on a temporary basis to reduce the risk of transmitting Covid 19. This is for the benefit of staff and residents alike. When the Government announced measures aimed at tackling Covid 19 this Council had to respond appropriately. The decision was taken, as [the stage one response] explained, to delay non-essential repairs. This approach accorded with the Government guidance that was available at the time regarding Health and Safety measures. This guidance has now been updated...However, I note the guidance still encourages the Council to consider other legal requirements such as Health & Safety concerns.' It explained that it was not practical for the landlord to contact every tenant each time there was a change in the 'very fluid' situation, and it had posted information about its repair service on its website.
44. On 17 June 2021, in an email relating to a complaint that the resident had raised about the 'designated person' role, the landlord noted that the resident had made nine complaints in the last 12 months and said, 'We would like to draw your attention to the advice given by the Housing Ombudsman on Managing Unacceptable Behaviour.... Some of the examples they refer to are: Unreasonable persistence (refusing to accept the answer that has been provided, continuing to raise the same subject matter without providing any new evidence, continuously adding to or changing the subject matter of the complaint): Overload of letters/calls, emails or contact via social media.'
45. The landlord said that it was not at present going to pursue this route, but if the resident's volume of communication continued it was something it may need to consider, for example by providing a single point of contact.

46. The following day the resident made a stage one complaint (complaint C) about ‘...the councils threat to try and stop me holding the council to account by using the housing ombudsman Managing Unacceptable Behaviour’. He said that the only time he contacted the landlord was when it had failed to follow its own policies, regulations and the law. He asked for a copy of the landlord’s unacceptable behaviour policy. The landlord acknowledged this on 23 June 2021 saying that this would be dealt with as a ‘service complaint’ and not a stage one.
47. The resident emailed the landlord on 23 June 2021 with what he described as further evidence for his complaint. This email consisted of quotes from the CHC regarding how landlords should deal with complaints, and that a three-stage complaint process was not acceptable.
48. On that same day the landlord provided a ‘service complaint’ response, stating that as no decision had been made about ‘unacceptable behaviour’, no evidence had been gathered of this other than referring to its complaints record. It said that it did not currently have an unacceptable behaviour policy and this was something it was hoping to implement within the next few months. It noted the 17 June 2021 email had said that it was not currently taking the unacceptable behaviour route.
49. On 24 June 2021 the resident made a stage one complaint (complaint C) about the landlord’s reference to unacceptable behaviour, and its decision to reply to the initial complaint as a ‘service complaint’ which he said was not in keeping with the CHC. He stated, ‘The council have no policy on complaint handling, they only publish a process, which in no way, shape or form is a policy.’ The resident said that with the chief executive stage to the complaint process, this was four stages which was inappropriate. The resident asked for an apology from the chief executive, and compensation for the stress and anxiety the matter was causing him.
50. After the resident chased this up the landlord acknowledged the stage one complaint on 29 June 2021 and said a reply would be provided in ten working days (13 July 2021). A stage one response to complaint C was sent on 1 July 2021. In this the landlord made reference to the resident ‘going off on a tangent’ in his complaint. It accepted that it had warned the resident that it may have to manage correspondence with him under the Ombudsman’s guidelines on managing unacceptable behaviour. It said it had not been in this position before and so did not yet have a policy of its own, but this did not prevent it from dealing with challenging behaviour.

51. Regarding the resident's concerns about a four-stage complaint process, it said, 'The Council does not have a four-stage process. Therefore, this complaint is dismissed.'
52. Regarding the request for compensation, the landlord said that the resident had produced no evidence of any diagnosis of stress and anxiety, and even if he did have stress and anxiety, it was not considered that he had established that any stress and anxiety was caused by the email relating to managing unacceptable behaviour. Therefore, compensation was not warranted.
53. On 2 July 2021 the resident made a stage two complaint saying, 'I totally disagree with everything [the stage one response] states, totally non-factual and a load of excuses made up to cover the total incompetence of Arun District council....I did not go off into a tangent and find this wording very very insulting, I was stating only factual material clearly stated on the housing ombudsman's website...' The resident said that the landlord had no evidence on which to base the warning that he had been issued, quoting the landlord's reference to having gathered no evidence other than referring to its complaints record. The resident asserted that making a complaint regarding service failure did not count as unreasonable behaviour.
54. The resident said that he had made a stage one complaint, but the landlord had 'enforced' a service complaint. There was then a stage one, stage two, and chief executive stage, making four stages in total. The resident said that the situation had made him distressed and upset and again asked for apologies and compensation.
55. The landlord acknowledged this on 7 July 2021 and said the investigation would be completed in 20 working days. The stage two response would be passed to the chief executive when completed for review and this would be done within five working days.
56. An internal email dated 5 August 2021 noted that the landlord did not have a complaint policy (although had a website section on complaints).
57. The landlord provided a stage two response on 11 August 2021 in which two separate complaints were addressed: Complaint C and an issue (complaint D) relating to concerns the resident had raised about the landlord not setting out to achieve the 25 working days response time for stage two investigations as published on its website.
58. Regarding complaint C, the letter said that the resident had made a significant number of complaints over the last year which were concerning the complaint handling process, not



repairs. The landlord did not consider that the correspondence was resulting from 'a significant unmet need or service failure' and therefore felt that a warning was necessary due to the volume of the correspondence. It concluded that it had acted reasonably.

59. Regarding the resident's concern that by treating his 18 June 2021 complaint as a 'service complaint' the landlord had added a stage to the complaint process, it said, 'What are often couched as complaints are service requests, and/or can easily be resolved informally by the service area to which they relate. The primary aim of dealing with complaints is to resolve them. It is, therefore, normal practice for the service area to respond in the first instance.' The letter noted that the resident had received a substantive response from the service area on 23 June 2021, and the landlord did not consider providing the relevant service area with the opportunity to resolve the complaint constituted an additional step in the complaint's process, nor that it caused any undue delay. While the resident felt that the chief executive stage was a fourth step in the process, this was not the case, as it was simply a review of the draft response to ensure oversight and organisational learning.
60. The landlord concluded that while it had a two-stage process, 'it is worthy of note that although the Housing Ombudsman Service do not believe it necessary to have a three stage process, they do accept that some landlords consider it necessary.' It did not uphold the residents' complaints and therefore did not agree that an apology was due, nor that compensation was payable.
61. Regarding complaint D, this was about the resident being advised by email on 20 July 2021 that a stage two response would be provided by 24 August 2021. The landlord acknowledged that in fact the stage two request was submitted on 13 July 2021, and therefore the resident should have been advised that a response would be provided by 17 August 2021 (25 working days later). The landlord apologised for this and said that it would recommend that it expedited the work which had been underway for some months to develop and adopt a more detailed complaints procedure, and ensure that the CHC was fully and demonstrably complied with. It would also recommend that its customers were consulted on a draft.
62. The resident referred his complaint to this Service as he remained dissatisfied that with the landlord's response.

## **Assessment and findings**

### *Complaint A – repairs*

63. The landlord was obliged under Section 11 of the Tenant and Landlord Act and the tenancy agreement to carry out repairs. In relation to the window and the tap, it did so within the

appropriate timeframe. However, it did not take steps to attend the toilet repair until over a month after it was reported.

64. As can be seen from the background section above, Government guidance as was in place at the time was that landlords could continue to carry out all repairs, maintenance and safety inspections. Therefore, the repairs service email dated 2 March 2021 was incorrect in suggesting that the landlord's decision to provide emergency only repairs was in line with this guidance.
65. In its 5 March 2021 email the landlord explained that when the area was placed in tier 4 in December 2020 followed shortly by the third national lockdown in January 2021 it took the decision to undertake emergency/essential repairs only to help minimise the spread of infection. While the landlord has provided some reasoning here as to why it made the decision, it did not fully justify its decision to limit repairs at this time given the Government guidance, nor set out why it was unable to follow this guidance.
66. The landlord's response at stage one did address this to some extent, saying that government guidance was 'guidance' only and ultimately it was for the landlord to make decisions in relation to operational delivery of services. It is the case that this was non-statutory guidance, and the landlord was not obliged to follow it. However, the Ombudsman expects landlords to have acted within the guidance unless there were clear, compelling and relevant reasons not to do so. While it was reasonable for the landlord to make an assessment of the situation and respond accordingly, it should be able to fully explain the reasons for its decisions. The resident had specifically asked why the landlord was not following the Government guidance, but the landlord did not provide a full explanation.
67. The stage two response referred to a need to adopt different practices on a temporary basis to reduce the risk of transmitting Covid-19 for the benefit of staff and residents alike, hence the decision was taken to delay non-essential repairs. The landlord said, 'This approach accorded with the Government guidance that was available at the time regarding Health and Safety measures.' It is not clear in what way the landlord felt this was in line with the Government guidance, which said repairs could go ahead. If it was the case, for example, that the landlord had assessed the situation and found that it was unable to undertake repairs in line with public health advice, then this could have been explained by the landlord, but no such explanation was given.
68. The document the landlord issued on 8 January 2021 titled 'Repairs in tenants' homes during the COVID-19 outbreak' stating that it was carrying out emergency/essential repairs only, was not in line with the Government guidance issued that same day

which specifically stated that repairs could go ahead and, ‘...we expect landlords to make every effort to meet their responsibilities.’ The Ombudsman acknowledges that Covid-19 had a major impact on a range of services provided by social landlords, particularly in relation to repairs, and that normal services may have been significantly and unavoidably disrupted during the pandemic. The restrictions on the repairs service in this case were in place for a short period only, and it returned to its normal service on 8 March 2021. The landlord contacted the resident on this date to arrange the toilet repair, which the resident declined.

69. However, overall, the landlord has not provided sufficient reasoning as to why it was unable to follow Government guidance and carry out its full repairing obligations for this period, or what steps it took to try and meet its responsibilities at this time. Neither did the landlord respond to the resident’s points regarding its legal obligations to repair in line with the tenancy agreement. There was maladministration on the part of the landlord here.
70. There was an adverse effect caused to the resident by the landlord’s failure to fully explain its position, who clearly found this frustrating and took time and trouble in pursuing the issue. In light of this, an order to ‘put things right’ is made below.
71. In terms of whether the landlord’s refusal to compensate the resident the cost of the repair was reasonable, it was only one repair, the running toilet, that was not attended to within the correct timeframe (although would likely have only been around two weeks outside of this had the resident accepted the repair on 8 March 2021). Given the circumstances in this case, most notably the national lockdown, the non-urgent nature of the repair, the fact that the landlord was not wholly obliged to follow the Government guidance, and its attempt to make the repair, albeit delayed, there is insufficient justification to order the landlord to reimburse the resident his costs in this respect.

#### *Complaint B – ‘additional issues’ complaint handling*

72. The resident expressed dissatisfaction that the deadline for complaint A was extended and that the Senior Staff Member was investigating it, given that the complaint concerned them personally.
73. The stage one response to this complaint did explain that as the original complaint (complaint A) was about repairs it was the Senior Staff Member that was responsible for investigating, and had another member of staff dealt with the case they would still have needed to revert to the Senior Staff Member.
74. Landlords should have a person or team assigned to take responsibility for complaint handling, although it is recognised that for some organisations, particularly smaller landlords, this role may

not be dedicated to complaint handling. A complaint investigation should be fair and take measures to address any actual or perceived conflict of interest. In this case it seems that there is no 'complaint team' or specific 'complaint officer' (the administration of the complaint was undertaken by a member of the Information Management Team) and it is the Senior Staff Member that is assigned to take responsibility for repair related complaints. It is not best practice to have an individual named in a complaint investigating and providing the response due to the conflict in interest this can create. It is understandable that the resident was concerned that the subject of his complaint was investigating and responding to the complaint as this did not give an impression of impartiality. Having said this, the complaint was that the Senior Staff Member had failed to reply to the resident's email, but as their response pointed out, a reply to the email was provided via the manager on 5 March 2021, so there was no failing in that regard. Therefore, the outcome of the Senior Staff Member's investigation was fair and supported by the evidence available. There was no detriment to the resident here.

75. While the landlord has said that it would recommend that consideration be given to other senior officers having the authority to authorise complaint responses in the Senior Staff Member's absence, it is not clear if this has been implemented.
76. Regarding the extension to the complaint A stage one response, it was not unreasonable for the landlord to extend the deadline for response due to staff absence. As stated in the CHC a stage one decision should be issued within 10 working days from receipt of complaint and if this is not possible, an explanation and a date by when the stage one response should be received. The landlord's actions were in line with this.
77. However, it was unreasonable and overly bureaucratic for the landlord to decline to add this to complaint A given that it was directly related to it, and doing so at that stage would not have caused a delay in the investigation. This meant that the resident then had to make another separate formal complaint to have the matter addressed, which caused him unnecessary time and trouble.
78. The landlord to an extent acknowledged this in its stage one response, but with the comment that there was no 'value' in the resident complaining about these matters. This was inappropriate: It was reasonable for the resident to raise his dissatisfaction with the delay to the stage one response and his concerns that the person that was involved in the complaint he was making was the person investigating it. His concerns were ultimately, and reasonably, about the administration of the process being used to investigate his current complaint.

79. This issue would not be so serious in isolation to warrant a finding of maladministration. However, viewed in the wider context of failings identified in this investigation and the cumulative impact of these on the resident, the Ombudsman finds maladministration in the landlord's complaint handling here.

### *Complaint C – warning for unreasonable behaviour*

80. The resident complains about the warning the landlord gave about unreasonable behaviour, and its decision to deal with the issue as a 'service complaint' response in the first instance.
81. As stated in the CHC, a complaint is defined as an expression of dissatisfaction. Landlords should recognise the difference between a service request (for example a request for a repair or a report of ASB), and a formal complaint, and address each appropriately.
82. The resident's 18 June 2021 email was not a service request but was clearly an expression of dissatisfaction and should have been dealt with at stage one of the complaint process. Instead, it was dealt with as a 'service complaint', effectively adding an additional stage to the complaint process. The Ombudsman does not consider three stages are necessary as part of a complaints process but if a landlord believes strongly that it requires one, this can be set out in its CHC self-assessment. In this case, the landlord did not refer to a 'service complaint' stage in its self-assessment, and this was not mentioned on the 'complaints' page of its website at that time. If a resident wishes to make a formal complaint via the complaint process (and it is not a service request) then it should be treated as such.
83. In relation to the warning itself, it is appropriate for a landlord to consider whether a resident is making unreasonable demands and any impact these may have on its ability to provide a service. However, in this case the basis for the warning appears to have been that the resident had made nine complaints in a twelve-month period. This in itself is not necessarily indicative of unreasonable behaviour, and as can be seen from the outcome of this investigation, some complaints were warranted. It should also be noted that one of these complaints (complaint B) was raised because the landlord unreasonably declined to add issues to an open complaint (complaint A) as stated above.
84. The 1 July 2021 stage one response to this matter referred to the resident 'going off on a tangent' and was overall inappropriate in tone. It stated that the resident's complaint was unclear: If this was the case, it would have been reasonable for the landlord to have made contact with the resident to clarify it. It also said that the fact that it had been difficult 'to understand what you are really complaining about' was the reason for triggering an unacceptable behaviour process. The landlord referred to there being no

evidence that the resident had been diagnosed with anxiety and stress. This was inappropriate in this context where the resident had explained that he was feeling stressed and anxious about the matter, rather than claiming a medical diagnosis.

85. The stage two response suggested that rather than the number of complaints being the issue, or these being unclear, it was the nature of the complaints the resident had made which were concerning the complaint handling process, not repairs. The landlord did not consider that the correspondence was resulting from 'a significant unmet need or service failure' and therefore considered that a warning was necessary due to the volume of the correspondence.
86. As part of this investigation the Ombudsman asked the landlord for an explanation of the number of complaints the resident has made, their nature and why the landlord considered this to be unreasonable. The landlord said that it was unable to provide this information as no unacceptable behaviour policy/restrictions had been implemented, only a warning. This was unreasonable: Given that the landlord had indicated that it was the volume and nature of the complaints that led to a warning, it should be able to provide information to support its position.
87. Overall, the landlord's approach was unreasonable and heavy-handed, and it acted unfairly. There is no evidence that the resident was making unreasonable demands and the landlord gave differing reasons for issuing the warning. The implication was that should the resident make further complaints, whether or not these were reasonable and warranted, the landlord may apply restrictions.

*Overall complaint handling and adherence to the Complaint Handling Code.*

88. Landlords should make their complaint policy available in a clear and accessible format for residents, detailing the number of stages involved, what will happen at each stage and the timeframes for responding. The landlord did not have a complaint policy in place at the time of the matters complained about, which was a failing, although its website did provide this information, albeit briefly.
89. The full complaint policy took a very long time to be produced. The landlord's 2020 CHC self-assessment said, 'A standalone complaints policy is being written, alongside process maps for investigating officers to follow.' As can be seen from this complaint, there was still no policy in place in August 2021. The landlord was still advising this Service in November 2021 that the policy was yet to be finalised. A complaint policy dated February 2022 is now available on the landlord's website. Due to this lack of complaint policy, the resident understandably referred to the CHC and

expected the landlord to adhere to this and was frustrated when it did not.

90. Some of the issues that the resident raised with the landlord as not being in line with the CHC were not indicative of failings on the part of the landlord. For example, the resident complained that he was not kept updated after his stage one (complaint A) complaint was accepted. While the CHC does say that landlords should keep residents regularly updated, in this case the resident was aware that a response was due by 13 April 2021, and so there was no update for it to provide before then.
91. The resident also complained that the landlord did not set out its legal methodology when responding to his complaints about the repairs service. The CHC does refer to landlords setting out relevant law and legal obligations, however, this does not mean that it needs to do so in every case. Having said this, in this case the resident did specifically raise concerns about the tenancy agreement and the landlord's legal obligations in relation to this, which the landlord did not address.
92. In November 2021 the Ombudsman explained to the landlord that the response time of 25 working days was unduly lengthy for a stage two response, and advised that it have regard for the CHC which sets out the response should be provided within 20 working days at stage two. It is noted that the landlord's new complaint policy still sets out 25 working days for the response, and so is not in line with the CHC. While the 'chief executive' step does not constitute a fourth stage, it does add this extra week to the timeframe.
93. It is also noted that there is an informal 'service stage' in the new policy. It states, 'Upon receipt of the complaint, we will look to see to if we can resolve the issue quickly for you at service level. The relevant service may contact you in the hope of resolving your concern.' This is then followed by a two-stage complaint process. This is effectively a three-stage process, which is again not in line with the CHC. Further, no timeframe is given for this 'service' stage, which could lead to delays in a complaint being escalated to a 'formal' complaint.
94. In addition, it can be seen in this case that the landlord has calculated its response times from the date of its own acknowledgment of the complaint, rather than the date of the receipt of the complaint, as specified in the CHC. In its stage two response dated 11 August 2021 it recognised this as a failing and said it would expedite the work to develop and adopt a more detailed complaints procedure to ensure that the CHC was fully and demonstrably complied. But it was another six months before this policy was in place, and this now states that the ten days begins from the date that the landlord 'confirms your complaint has been

received' for stage one. This is not in line with the CHC. Conversely, for stage two the timeframe starts from the receipt of the request for review, which is in line with the CHC.

95. Overall, the complaint policy hasn't been decided in accordance with relevant and appropriate best practice and isn't compliant with the CHC that was in place at the time of the complaint. This has given rise to failings and potentially systemic failings if it continues to be applied in its current form. Taken in conjunction with the 'additional issues' complaint handling, the inappropriate tone of the 1 July 2021 response, and the issuing of a 'service complaint' response on 23 June 2021, this investigation finds that there was maladministration in the complaint handling. This has not been 'put right' in the issuing of the new complaint policy, as this does not accord with the CHC in places.
96. The Ombudsman has investigated previous complaints from the resident about the landlord where failings in complaints handling have been identified, and we have ordered the landlord to ensure that formal complaints are responded to in line with the CHC. It is therefore especially concerning that failings continue. The cumulative effect of these have been taken into account when making orders to 'put things right' for the resident.

### **Determination (decision)**

97. In accordance with section 54 of the Scheme, there was
- a. Maladministration in the landlord's approach to repairs during Covid-19 (complaint A).
  - b. Maladministration in the handling of complaint A (complaint B).
  - c. Maladministration in the warning the landlord gave about unacceptable behaviour (complaint C).
  - d. Maladministration in the overall complaint handling and adherence to the CHC.

### **Reasons**

98. The landlord's policy to only attend to emergency/sensational repairs in January and February 2021 was not in line with Government guidance at that time, and it has not provided sufficient explanation for why it was unable to follow this guidance. This was frustrating for the resident.
99. It was unreasonable not to add the additional issues raised to complaint A, which was again frustrating for the resident and led to time and trouble taken to raise a separate complaint so these issues could be addressed.



100. The landlord's decision to warn the resident about 'unreasonable behaviour' is not supported by evidence that demonstrates that his behaviour was unreasonable. This has caused the resident distress and anxiety.
101. The landlord was without a full complaint policy for an extended period, including when the CHC was in operation, which was a failing. The resident referred to the CHC to understand the landlord's obligations, and experienced frustration when the landlord did not adhere to these. The policy that is now in place does not fully correspond to the CHC. Overall there was maladministration in the complaint handling which is especially concerning given the previous investigations that have been carried out as noted above. While the order for compensation made below relates to this investigation only and not matters already compensated for in other cases, it does take into consideration the additional frustration caused to the resident in this complaint through repeated failures.

## Orders

102. Within six weeks of the date of this report the landlord must:
- a. Pay the resident a total of £450 for the time and trouble, distress and frustration the failings identified in this report caused. This comprises:
    - i. £100 for the approach to repairs during Covid-19.
    - ii. £50 for the handling of complaint A.
    - iii. £150 for the warning about unacceptable behaviour.
    - iv. £150 for the overall complaint handling and adherence to the CHC.
  - b. Provide a written apology to the resident for the unreasonable behaviour warning.
103. Within ten weeks of the date of this report the landlord must:
- a. Review and revise its complaint policy to ensure that it is in line with the Ombudsman's CHC. The landlord may wish to use the Ombudsman's updated CHC, which sets out clearly where a landlord must comply, and where it has discretion. Even though landlords are not required to comply with this updated CHC until October 2022, early adoption will avoid further change within a short period. A copy of the revised policy should be provided to this Service.
  - b. If it has not done so already in the last 12 months, provide training to all staff that handle complaints to

ensure that this is being done correctly, and in line with the CHC. Details of this training to be provided to the Ombudsman.

### **Recommendation**

104. If it has not done so already, the landlord should take steps to ensure that other senior officers have the authority to authorise complaint responses in the Senior Staff Member's absence, and that complaints about individual members of staff are not responded to by those staff members. The landlord should inform the Ombudsman in the next four weeks if it intends to follow this recommendation.

## Appendix 2

Taken from the Housing Ombudsman's website

### **REPORT**

COMPLAINT 202110505

Arun District Council

26 January 2023

### **Our approach**

The Housing Ombudsman's approach to investigating and determining complaints is to decide what is fair in all the circumstances of the case. This is set out in the Housing Act 1996 and the Housing Ombudsman Scheme (the Scheme). The Ombudsman considers the evidence and looks to see if there has been any 'maladministration,' for example whether the landlord has failed to keep to the law, followed proper procedure, followed good practice or behaved in a reasonable and competent manner.

Both the resident and the landlord have submitted information to the Ombudsman and this has been carefully considered. Their accounts of what has happened are summarised below. This report is not an exhaustive description of all the events that have occurred in relation to this case, but an outline of the key issues as a background to the investigation's findings.

### **The complaint**

1. The complaint is about the landlord's handling of:
  - a. Repairs to the garden.
  - b. The resident's concerns about subsidence.
  - c. The formal complaint.

### **Background and summary of events**

2. The resident is a secure tenant of the landlord and has lived in the property since November 2014. The property is a one bedroom bungalow with a rear garden.
3. The resident is a wheelchair user and has a degenerative brain disease.
4. On 21 September 2020, the landlord requested an inspection of the garden as the soil was dropping away, pushing the boundary fence to the adjoining property. The garden was also uneven.

5. A contractor, instructed by the landlord, inspected the garden on 1 October 2020. On 10 December 2020, it met the resident and landlord at the property. During this, it was agreed that the contractor would do the following work:
  - a. Remove the turf and imbedded slabs from the undulating lawn at the rear of the property and dispose of this.
  - b. Grind stumps six inches below ground level.
  - c. Supply and lay approximately seven tonnes of topsoil, fill any hollows and build up the levels of garden to lessen the slope. This was to alleviate the rainfall wash through onto the gardens of the rear adjoining properties.
  - d. Supply and rake in premium amenity lawn seed.
  - e. Remove all generated waste and ensure that the site is left clean and tidy.
6. On 15 March 2021, the contractor left the resident a voicemail, informing that it planned to attend to the property on 29 March 2021 to start work. It planned to first complete works required to the front pathway before starting on the garden.
7. Before the start of the work, the landlord received a letter of complaint from the resident on 18 March 2021. The resident emailed a copy of the complaint to the landlord on 22 March 2021. They complained that they had been unable to use their garden for two years as a result of it sinking. They advised that no works had started and they had not heard from the landlord but, had previously been advised that works to the garden would start around March 2021. In addition to this, the resident complained that repairs were required to the kitchen and bathroom.
8. The contractor met the resident on 30 March 2021 to confirm again, the works as agreed in December 2020. The resident objected to the proposed work and wanted the slope in the garden to be raised near level. As a result, the works were revised and it was agreed that the landlord would:
  - a. Remove and dismantle the existing fencing.
  - b. Supply and build a retaining wall using concrete slotted posts and concrete gravel boards.
  - c. Fill behind a void, which was two foot deep one end, with 10 mm screened soil.
  - d. Compact the soil to try and alleviate any inevitable settlement and movement over time.
  - e. Supply and lay approximately four tonnes of premium topsoil to finish and seed.
9. On 1 April 2022, the landlord asked a senior member of the contractor's staff to visit the site to review the remaining work with the resident and ensure that the resident was aware of how the remainder of work would be completed.

10. The contractor informed the landlord that it had completed the work to the fencing, retaining wall, raised the garden and had laid 20 tonnes of topsoil. It provided images of the works completed up to that date. The contractor advised that while the works carried out were in line with that agreed, the resident had expressed a dissatisfaction with the work that had been carried out so far.
11. Later that day (1 April 2021), a further 10 tonnes of topsoil was delivered via a grab lorry into the garden. The contractor planned to attend the following day to lay the soil but when it attended, the resident asked it to leave. Following this, the resident left a review about the contractor on a third party website, explaining their dissatisfaction with the service they received from it and claimed that the contractor had stolen their fence.
12. On 6 April 2021, the resident called the contractor and informed that they were not willing to allow the contractor back to the property, as they did not believe it was completing the works as agreed. The contractor notified the landlord of what the resident had said. The contractor also informed the landlord that the resident has stated that they would not allow access to the property unless it agreed to turf the garden instead of installing seed.
13. The landlord and contractor agreed to do a joint visit to the property, on 8 April 2021, in order to review the issues raised and agree a way forward to complete the outstanding work. The visit did not go ahead because the resident called the landlord prior to the visit, to inform that they did not want it to attend the property.
14. On 9 April 2021, the resident emailed the landlord and said that their dog had been injured from debris they believed was within the soil laid in the garden. They advised that they arranged for an independent gardener to attend and remove the debris and sent an image of what they claimed had been collected from the soil. The resident sent a further email about the soil, stating that they did not believe that this was soil, but builders waste that had been fly tipped into their garden which they considered a health and safety concern.
15. On receipt of the email, the landlord asked the contractor if it had images of the soil that was delivered. The contractor provided invoices for the soil that was delivered and images of the works it carried out. In addition, it confirmed that the most recent delivery of soil (on 1 April 2021) was delivered by a grab lorry over the fence into the garden.
16. The landlord called the resident on 12 April 2021, in order to agree a date to visit the property to discuss the issues raised. They were unable to reach the resident and left a voicemail. It attended on 20 April 2021 but was refused access by the resident.
17. On 22 April 2022, the landlord called the resident and left a voicemail. The resident emailed it on the same day and acknowledged receipt of the voicemail. The resident said that they wanted all communication to be in writing. They indicated that they wanted to claim for the costs of the gardener, the fence they believed had been stolen by the contractor and vet fees for their dog who they reported was injured by the soil. The resident said they had been told the original fence was to be restored but it was not and was replaced with a shorter

fence. The resident also said that until the garden works had been completed, they were not prepared for any other work in the property to start.

18. The landlord responded and said that the reason it called the resident was to apologise for attending on 20 April 2021, without an agreed appointment. It advised that due to an administration error on its part, a letter informing of the appointment was not sent to the resident. It advised that it also wanted to arrange appointments with the resident so that it could discuss the issues they had raised with the garden, including their dissatisfaction with the members of staff who had been involved with the work previously. It advised that the technical officer who had been leading the works, would no longer be involved in matters. It also reassured that no internal works would start until the garden work was completed, as requested by the resident.
19. The resident responded on 23 April 2021 and said that a meeting about the garden work had already taken place and the works carried out were not the works which had been agreed. They advised the landlord that they incurred out of pocket expenses from the fence being 'stolen' and the gardeners fee and asked the landlord who they should make a claim to. In addition, they claimed that the former member of staff leading the work had made inappropriate comments about them. They repeated that they were not prepared to have the contractor back at the property.
20. The landlord agreed to investigate the issues raised within the resident's emails on 22 and 23 April 2021, as part of the formal complaint. It asked the resident again, if it could arrange a meeting to agree the outstanding garden work so that they could be completed.
21. On 13 May 2021, the resident emailed the landlord and reported that they believed that their property may be subsiding.
22. Later the same day, the landlord provided its response to the formal complaint. It confirmed that the works were stopped, after the resident informed it in April 2021, that they did not want anyone at the property. It said that since then, the resident had refused its offers to meet to agree a way forward for the outstanding work. The landlord explained that had the contractors been allowed to access the site, the soil that was delivered on 1 April 2021, would have been spread, topped with premium soil and turfed thus, completing the works.
23. In relation to the concerns the resident raised about works completed, the landlord advised that it believed the works were in line with what was agreed. It also found that the contractor kept in regular contact with the resident as works progressed. It said in response to the claim that the resident's dog was injured, that it was sorry to hear this and advised the resident to make a claim against their own insurance. It also noted that the resident had no discussion or agreement with it about arranging a gardener therefore, it would not reimburse the resident for this expense.
24. Regarding the resident's claim that the soil had been fly tipped and contained debris, it confirmed that it consulted with the contractor who confirmed the soil used thus far, was fit for purpose.

25. In response to the claim that the contractor had stolen the fence, the landlord confirmed that in line with the plan of works, the contractor was to dismantle and replace the fence therefore, works were completed as expected. The landlord acknowledged that the residents use of the garden had been limited but explained that given the residents refusal to continue with the work, it could not complete the work. It advised that it had investigated the complaint raised about the member of its staff and fed back that the member of staff had refuted the residents claims that they had made inappropriate comments.
26. The landlord apologised for the time taken to respond and said that this was due to the original complaint had been added to. It confirmed its willingness to complete the remainder of the work to the garden, including the turf the resident requested, and asked the resident to get in touch so that it could arrange a visit to agree a way forward for the outstanding work.
27. On 17 May 2021, the landlord responded to the resident's email, dated 13 May 2021, about the subsidence concern. It said that when it attended to the property in March 2021, its surveyor did not see or report any concerns about the property being unsafe or sinking. It agreed to look into the matter once the works at the property resumed.
28. On 20 May 2021, the resident progressed their formal complaint to stage two. This Service has not been provided a copy of the resident's stage two complaint. On 27 May 2021, the resident followed up with the landlord as they had not received a complaint acknowledgement.
29. The landlord issued its final response to the complaint on 1 July 2021. Prior to the response, it met with the resident and interviewed officers who were previously involved with the garden works. From these interactions it confirmed that it found that:
  - a. There was no dispute that the garden works were outstanding but it was willing to complete the work. It acknowledged that there had been a breakdown in trust from the resident, which resulted in the resident not wanting the work to continue.
  - b. The original work plan agreed on 10 December 2020, was not followed and was hastily revised on 30 March 2021, when the works were due to start. It acknowledged that this would have resulted in tension between the resident and contractor. It could not clarify why the work plan agreed in December 2020, was no longer fit for purpose by March 2021, but recognised that the original plan of works did not fit the resident's expectations.
  - c. There was no evidence that the quality of work was substandard. But it found that there had been a lack of clarity in the work the resident believed would be completed and the work the contractor understood it was tasked to do. It noted this was evident from the revision of the plan of works and the dispute regarding the fence panels being salvaged/replaced.

- d. A lack of effective communication of the work plan and expectations between the parties gave rise to the issues.
  - e. Regarding the concern about the quality of the soil, it said that the contractor found that this was from a trusted source. The landlord advised that if the contractor been able to spread the soil delivered on 1 April 2021 and found it was contaminated, this could have been taken up with the supplier.
  - f. The concern about the subsidence was raised on 13 May 2021, and was not part of the original complaint. It acknowledged the residents ongoing concern and made a recommendation for it to investigate the suspected subsidence.
  - g. In respect of the complaint about the level of service provided by it and its contractor, the landlord acknowledged the resident's dissatisfaction and the impact this had on the resident's cooperation with it. It advised that having considered the accounts from the parties involved, it was difficult to accept that neither it nor the contractor intended to frustrate the resident. It advised that it was evident that efforts had been made to accommodate the resident, keep them informed of the plans and progress of the work, but this had failed.
30. The landlord did not uphold the resident's complaint but made the following recommendations:
- a. That the resident is contacted by a member of staff unrelated to the complaint, to resolve the completion of the garden work.
  - b. An urgent visit to the property is arranged for a suitably qualified person to investigate if the property is subsiding.
  - c. To avoid uncertainty, when future work is agreed it is to draw a specification and share this with all parties.
  - d. That its staff review its internal documents to ensure that principles of good customer care are being followed.
31. The resident referred their complaint to the Ombudsman on 5 September 2021. They complained that they had been left in a subsiding property, had not had use of the garden for three years and was unhappy with how they had been treated by the landlord.
32. Between January and March 2022, the parties agreed to take part in the Ombudsman mediation process. The resident wanted the landlord to complete the remainder of the outstanding garden works and, increase the height of the fence it replaced, to six feet.
33. In response to the outcomes requested, the landlord confirmed that it would not consider increasing the height of the fence to six feet. It explained that as a result of the garden level being raised, the new fence was at the height of, or possibility, higher than the fence it replaced. It noted that if it were to increase the height of the fence, this would severely impact the adjoining property. For these reasons, it would not increase the height of the fence. However, it was willing to complete



the outstanding work to the garden and wanted to arrange a visit with the resident so that it could organise the work.

34. In December 2022, the landlord provided this Service with an update on the status of the garden work. It informed that the garden work remains outstanding as no further work has been carried out. In addition, aside from an inspection it arranged with a structural surveyor in August 2021, no works have been carried in relation to the suspected subsidence.

### **Assessment and findings**

#### *The landlord's handling of the repairs to the garden.*

35. The tenancy agreement explains that the landlord has the responsibility for repairs in accordance with Section 11 of the Landlord and Tenant Act 1985 (The Act). The Act explains that landlords must keep in repair, the structure and exterior of a property. The exterior is considered the outside or external part of a property.
36. The resident has a responsibility to keep the garden tidy and well maintained. The landlord, in accordance with the Act, would be responsible for repairing areas that the resident could not reasonably maintain. In this case, the resident's garden was found to be sinking. As this was a maintenance issue that would have required a specialist's investigation and potentially major works, the responsibility for the repair was for the landlord.
37. The landlord's repairs guidance does not specify timeframes for when it will complete non-emergency repairs. It states that it will carry out repairs at the next available appointment, where there this is no immediate inconvenience or danger to occupants or, the public. It was reasonable for the landlord to consider the garden works as a non-emergency repair. There was no immediate risk of danger to the property or the resident, as a result of the works required.
38. The resident stated in their complaint, raised in March 2021, that they had not been able to use the garden for three years. However, there is no evidence of reports about the garden prior to the report on 21 September 2020. Therefore, this assessment will consider the landlord's handling of the garden repairs from September 2020.
39. The landlord responded promptly to the report about the garden when it was made on 21 September 2020, as it arranged an inspection of the garden within 10 working days. After the inspection on 1 October 2020, it was two months before the landlord attended in December 2020, to confirm the plan of works. Thereafter, there was an additional three months before the works started.
40. This Service accepts that, as a result of the Covid 19 pandemic, lockdown restrictions had been put in place by the Government twice between October 2020 and March 2021. The lockdowns imposed were unprecedented and this Service acknowledges that the landlord and its contractors were required to limit the services delivered, such as visits to properties for non-urgent repairs, as a result of the restrictions in place at that time due to no fault of its own. In addition

to this, the landlord also has no specified timeframe to complete non-emergency repairs.

41. Nevertheless, the five months between when the inspection of the garden took place and start of the works, is a significant period of time. Regardless of fault for this delay in starting the work, the landlord has not recognised or offered any explanation for the delay between when it completed the inspection and when the works commenced.
42. While there were long periods of time where no action was taken by the landlord between October 2020 and March 2021, the evidence provided shows that the landlord and its contractor communicated with the resident about the work it would be doing to the garden. The landlord made efforts in advance of the start of the works, in December 2020 and March 2021, to ensure that it visit the resident to discuss what work it would be carrying out. This was so that the resident was aware of what to expect once the works started. Two weeks prior to starting the work, the contractor contacted the resident to inform of its anticipated start date and the order in which it would complete the work. In addition to this, as the works progressed, the landlord maintained contact with the contractor to query the progress of work. It also ensured that the contractor followed up with the resident as the works progressed, to ensure the resident remained aware about how the work would be carried out.
43. The landlord made reasonable efforts to ensure that the resident was happy with the works being carried out. On the same day the works were due to commence, the plan of works was revised and the landlord agreed to level the garden as the resident wanted it to do so. The landlord acted fairly in the circumstances, as it took what the resident wanted into consideration and accommodated this by revising the original plan of works to include the work at short notice.
44. Whilst the works progressed the resident raised dissatisfaction with the works being carried out. Specifically, they did not believe that the works completed were the same as the works which had been agreed. As a result of the landlord's proactiveness in monitoring the progress of work with its contractor, it was able to quickly intervene when it was made aware by the contractor on 1 April 2021, that the resident was not happy with the works.
45. Within a week of being informed, the landlord arranged a meeting between it, the contractor and the resident so that a way forward could be agreed, and the works could progress. This was the appropriate action to take in the interests of ensuring the works were completed, as it was evident that the relationship between the resident and contractor had broken down. Before the meeting could ahead, the resident notified the landlord that they did not want anyone to attend to the property. As a result, the works were stopped and the contractor did not return to the property.
46. From its investigation into the complaint, the landlord understood that the resident's dissatisfaction with the work carried out was the result of the works not meeting their expectations. It found that as a result of the lack of clarity regarding the work, the parties had a difference in understanding of what works would be carried out and this led to the resident's dissatisfaction and their reluctance to

continue with the work. Its recommendation that in future, it is to draw a specification of works and share this with the parties, was an appropriate resolution to address such issue from recurring. Drawing specifications of works or setting out works in writing, would provide the resident with clear details on what works they can expect.

47. In the response to issues raised with the materials used for the works and concerns about how the soil was delivered, the landlord took appropriate steps to address this. To investigate the concern, it consulted with its contractor and sought evidence from it to inform its response to the resident. It received invoices for the soil order and images of the soil, taken when the contractor was completing works. The landlord also received confirmation from the contractor that the soil had been delivered by a grab lorry to the garden, this is a common method of delivery for topsoil and was reasonable to do given the substantial weight of the soil. The information the landlord retrieved was sufficient to satisfy itself that the quality of the material used was from a trusted supplier and in line with the expected standard.
48. In addition to this, the landlord got clarification from the contractor regarding the type of soil that was used in the garden to provide reassurance to the resident about why materials were used. It provided a comprehensive response to the concern raised about the standard of the materials used in the garden and its findings were supported.
49. The resident sought reimbursement from the landlord, for the costs they said they incurred to pay a gardener to remove the reported debris from the soil. The landlord's compensation explains that it will not consider compensation in instances where the loss, damage or service failure was the result of a failure to report an issue promptly or keep to an appointment.
50. There is no evidence that the resident reported debris in the soil to the landlord before they instructed a gardener. Therefore, the landlord's decision to not compensate was justified, as it was not notified of the debris or given the opportunity to investigate the concern, until after the resident had instructed their own gardener.
51. In addition to this resident also sought compensation for vet fees from their dog and, the fence that they believed had been stolen by the contractor. The landlord informed the resident that they would need to make a claim to their insurance. Its advice was in accordance with the tenancy agreement, which explains that residents are responsible for any animals living within their home. It also advises that residents should have their own insurance to cover for injury or damage to persons or, property for which they have legal liability.
52. In relation to the fence, the landlord explained that the reason for the replacement was because this was in line with the plan of works. Given that the landlord had undertaken works to raise the level of the area where the previous fence was located, it is reasonable that it replaced the fence with one that fit in line with the adjustments made.

53. Overall, the landlord has offered a reasonable resolution to the complaint. Although it did not acknowledge the delay between October 2020 and March 2021, it is evident that it communicated with the resident about the work and from March 2021 onwards, it made effort to ensure that the works were completed. When the resident complained, it recognised where improvements could have been made in its communication about the works being carried out. It thoroughly investigated the issues the resident raised about the works and the service delivered. The landlord has consistently demonstrated its willingness to complete the work that remains outstanding and has offered to meet with the resident on several occasions, so that the parties can agree a way forward. The recommendations the landlord made following its investigation into the complaint provided a satisfactory resolution to the complaint as they provided an effective plan to get the works progressed and completed.
54. Even though it found no service failure in the delivery of service, the landlord recognised the resident's negative experience with its members of staff who were initially involved with the work. At the time of providing the final response, it agreed to appoint a member of staff not previously involved with the complaint, to be a point of contact for the resident. This was appropriate to do so not to cause further frustration to the resident.
55. This Service understands that as of December 2022, the garden works remain outstanding and have not been completed since the resident notified the landlord in April 2021, that they did not want the contractor to return to the property. It is clear from the information provided, that the residents confidence in the landlord has been affected by their experience with the garden works. With that said, in accordance with the tenancy agreement, the resident must at all reasonable hours, allow the landlord and its contractors to enter the property. The landlord's responsibility for the work to the garden also remains.
56. This Service would therefore, encourage the landlord to get in contact with the resident in order to agree a way forward with the work.
- The landlord's response to the resident's concern about subsidence.*
57. Since this complaint completed the complaints process, the landlord has investigated a separate complaint from the resident concerning internal repairs to the property, including the suspected subsidence.
58. The resident's concerns about subsidence did not form a part of their original complaint but was raised as part of the escalation request and the landlord responded to it as part of the stage two response. This assessment will therefore consider the landlord's response to the concern when it was first raised in May 2021 and its subsequent responses to the concern, up until the stage two response was issued on 1 July 2021.
59. The landlord has a responsibility for the structure of the building therefore, a concern about subsidence would be a matter for it to investigate. When the resident reported the concern on 13 May 2021, the landlord agreed to look into the matter, in line with its maintenance responsibility.

60. It initially advised that it would look into the matter once the garden works resumed at the property. The decision to do so was reasonable given that on the 22 April 2021, the resident informed it that they did not want any internal work to be carried out until the garden works had been completed.
61. When the landlord responded to the complaint, it recognised that the resident's concern was ongoing and in light of this, recommended an urgent inspection of the property. This Service is aware that the landlord following through with this recommendation and an inspection was completed in August 2021, by a structural engineer.
62. When it responded to the complaint, the landlord agreed to arrange for an investigation as to whether there was subsidence in the property. The landlord followed through with its recommendation and arranged a structural survey of the property in August 2021. This Service, however, has not been provided with a copy of the surveyor's findings.
63. The landlord's response to the concern about the subsidence was appropriate overall. It took responsibility for the repair, confirmed the action it would take in arranging a survey and followed through with its agreement to do so.

#### *Complaints handling*

64. The landlord's feedback and complaints policy states that at stage one, it aims to provide a response within ten working days of receipt. At stage two, the landlord aims to respond within 20 days. If it is unable to reach the target response times, the policy states that it will notify a resident of this.
65. At both stages of the complaints procedure, the landlord's responses were issued outside of its target timeframe. Prior to its stage one response, the landlord, on 23 April 2021, apologised to the resident for the delay in its response and informed the reason for this was due to new issues being raised during the course of the investigation. It was appropriate for the landlord to offer an apology and explanation for the delay.
66. At stage two, the landlord's response was also delayed although this Service recognises that as part of the stage two investigation, it undertook interviews with various members of staff and also met with the resident. The date it issued the response would have been directly impacted by the availability of those parties who were required to provide feedback to inform the investigation. Until those interviews were completed, it would not be able to issue a substantive response. The response was issued just over a week after the target date but the landlord did not apologise or acknowledge this in its stage two response.
67. Not doing so was a service failure. Considering the delay in its initial response, the resident experienced a significant delay overall, in their pursuit of the complaint. The landlord's compensation policy allows for it to offer goodwill in recognition of time and trouble, where it has failed to meet a policy. In this case, it would have been appropriate to offer the resident a gesture of goodwill to recognise the delay they experienced in the landlord's responses to the complaint, but the landlord have not done so. An order has therefore, been made

to reflect the inconvenience to the resident as a result of the time taken for the landlord to respond to their complaint.

### **Determination (decision)**

68. In accordance with paragraph 53(b) of the Scheme, the landlord has offered reasonable redress in relation to the complaint concerning its handling of the repairs to the garden.
69. In accordance with paragraph 52 of the Scheme, there was no maladministration in the landlord's response to the resident's concerns about subsidence.
70. In accordance with paragraph 52 of the Scheme, there was a service failure in the landlord's handling of the complaint.

### **Reasons**

71. Whilst there was a delay in the landlord starting the works, it acted fairly in how it progressed with the work. It kept the resident informed of what work it intended to do and took prompt action to address the concerns the resident raised about the works. In addition, it undertook a thorough investigation into the resident's complaint and demonstrated a willingness to work with the resident to address their issues so that the parties could agree a way forward. The recommendations it made in its final response, were appropriate as a resolution to progress the outstanding work.
72. In relation to the response to the concerns about the subsidence, the landlord followed through with its commitment to arrange a survey.
73. There were delays in the landlord's complaint responses and it did partially acknowledge this. But it did not take these delays and the impact they had on the time taken to conclude the complaint, into account when it provided its final response or, offer any redress to put this right for the resident.

### **Order**

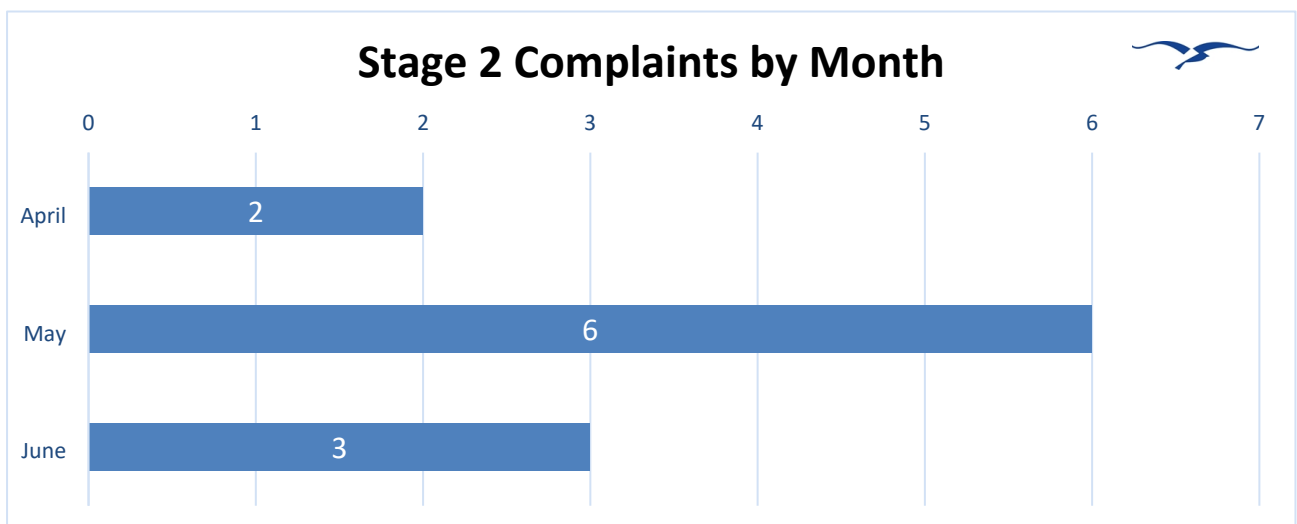
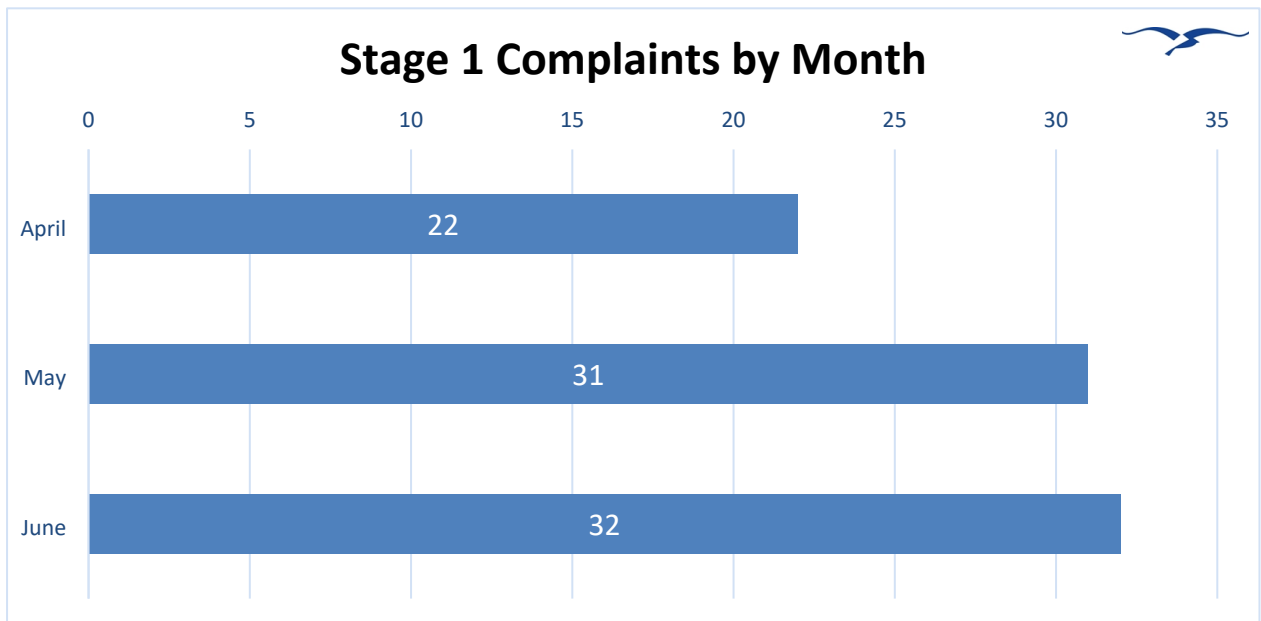
74. It is ordered that within three weeks, the landlord pay the resident £50 in recognition of the delays in its response to the complaint.

### **Recommendations**

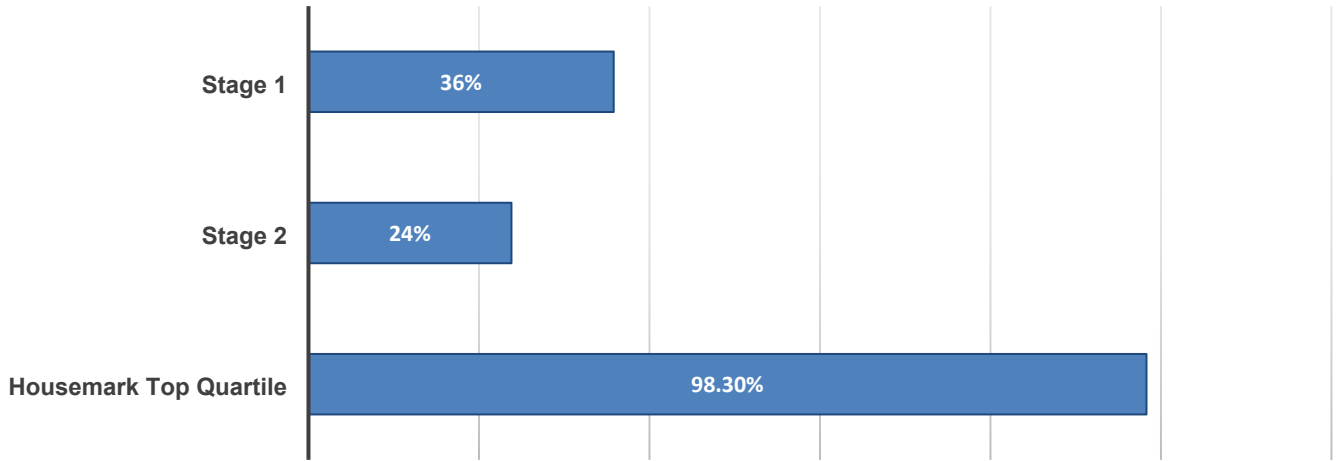
75. It is recommended that within three weeks, the landlord contact the resident with a date to meet and agree the outstanding work to the garden (from the schedule agreed in March 2021). Once the parties have met, it is recommended that the landlord write to the resident to confirm the schedule of works and the dates which they will be completed.
76. The landlord is to provide this Service with an update on its efforts to finalise the garden works.

## Appendix 3

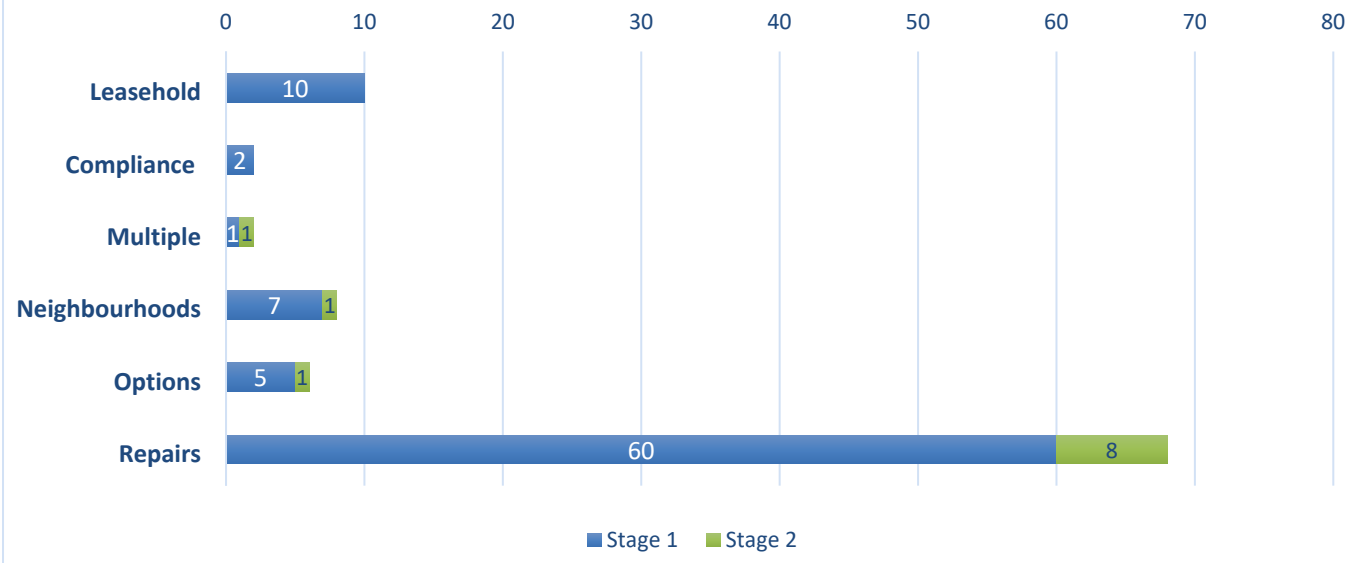
### Complaints performance Q1



## % of complaints responded to in time (average for Q1)



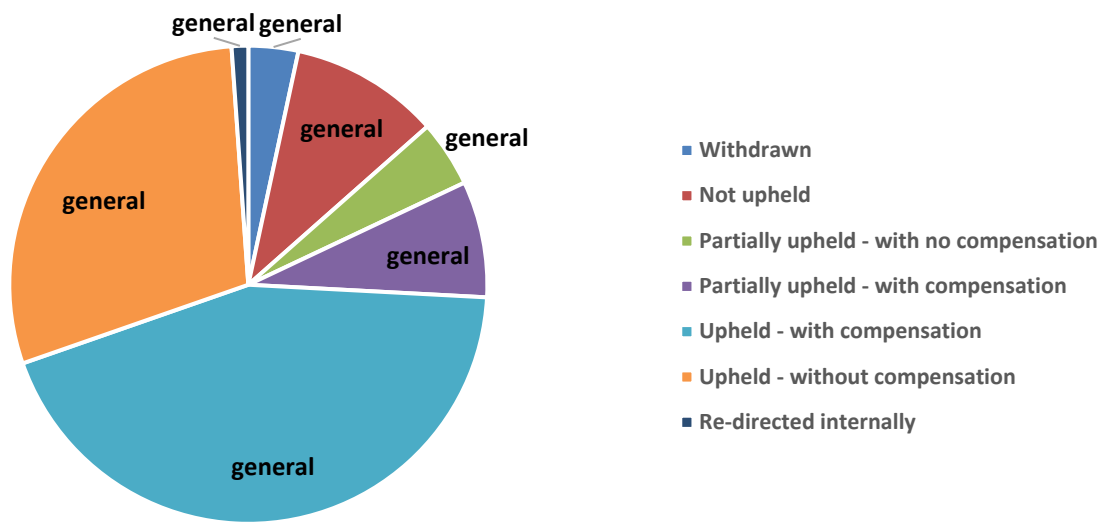
## Complaints by Service Area



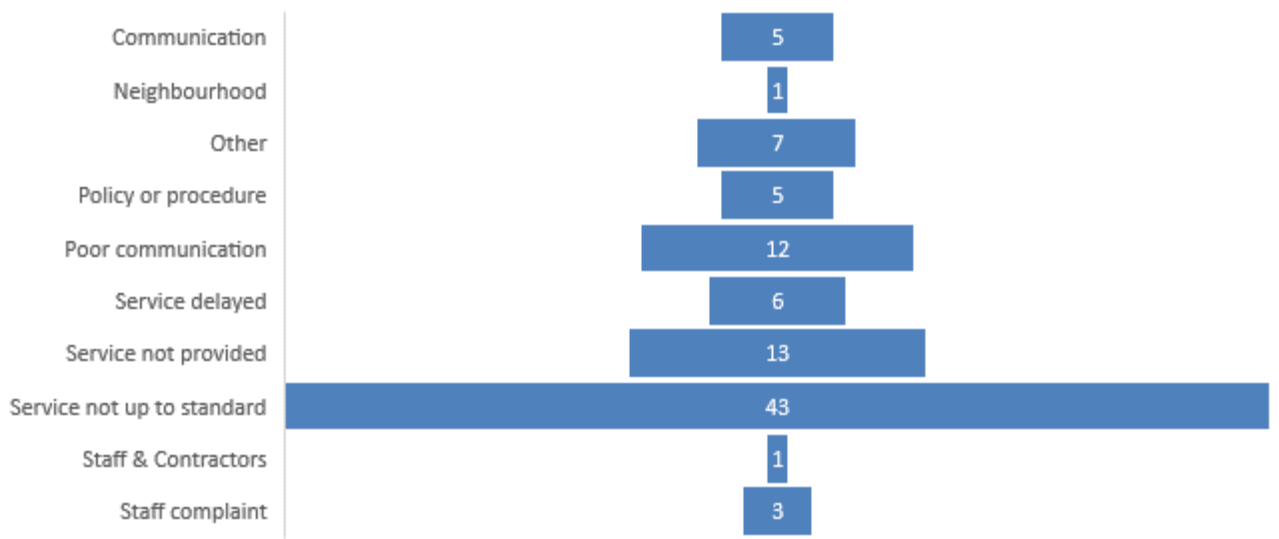




## Outcomes



## Root causes



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## Arun District Council

<b>REPORT TO:</b>	<b>Housing and Wellbeing Committee – 12 September 2023</b>
<b>SUBJECT:</b>	<b>Public Facing CCTV Upgrade</b>
<b>LEAD OFFICER:</b>	<b>Carrie Reynolds – Communities and Wellbeing Manager</b>
<b>LEAD MEMBER:</b>	Councillor Carol Birch, Chair of Housing and Wellbeing Committee
<b>WARDS:</b>	<b>All</b>
<b>CORPORATE PRIORITY / POLICY CONTEXT / CORPORATE VISION:</b>	
<p>IMPROVING THE WELLBEING OF ARUN:</p> <p>Promote and support a multi-agency response to tackle the causes of health inequalities in Arun</p> <p>To plan and implement services and resources to help our community to thrive.</p> <p>Provide infrastructure that supports wellbeing.</p> <p>FULFILLING ARUN'S ECONOMIC POTENTIAL:</p> <p>Work closely with our towns and other organisations on strategies which support vibrant and attractive town centres</p>	
<b>DIRECTORATE POLICY CONTEXT:</b>	
<p>Section 17 of the Crime &amp; Disorder Act 1998 makes it clear that the responsibility for reducing crime is not the sole responsibility of the Police. A partnership approach should be taken to local crime reduction. Therefore, it is a statutory requirement that local authorities ensure that crime and disorder reduction is given the same consideration as all other statutory obligations within their decision making processes. The provision and monitoring of CCTV is a tool that both Arun District Council and Sussex Police use to monitor, reduce and prevent crime.</p>	
<b>FINANCIAL SUMMARY:</b>	
<p>An upgrade cost of £30,000 to the CCTV across Arun to ensure the continuation of maintenance and transmission of the service</p>	

### 1. PURPOSE OF REPORT

- 1.1 To outline the urgent requirement to undertake technological upgrade work on the public facing CCTV across Arun to ensure continuity of service and reduce ongoing maintenance and transmission costs.
- 1.2 To inform Members of the intended change to give the Local Authority the Data Controller responsibility for CCTV (currently with Sussex Police) from 1 April 2025.

## **2. RECOMMENDATIONS**

It is recommended that the Housing and Wellbeing Committee:

- 2.1 Approve the upgrade work totalling £30,000, allocated from existing budgets, to ensure that CCTV remains in operation across Arun and is compatible with ongoing monitoring and surveillance via Sussex Police. Resulting in reduced annual costs to maintain current CCTV system.
- 2.2 Note that external funding is being explored via the UK Shared Prosperity Fund, which could cover 50% of the costs and the Safer Streets funding via the Sussex Police Crime Commission. Arun District Council will seek to apply, accept, and draw down appropriate funds to cover the cost of the upgrade.

## **3. EXECUTIVE SUMMARY**

- 3.1 Arun District Council is currently in a partnership with Sussex Police for the provision and operation of public facing CCTV. This partnership agreement means that Sussex Police are responsible for all aspects of CCTV handling, including data control and arranging the maintenance of hardware. The annual costs of maintenance and transmissions are then forwarded on to local authorities. It should be noted that all of the public facing CCTV units within Arun are owned by the Council.

The transmission of CCTV images occurs via BT operated infrastructure. However, BT are retiring all of its current digital and analogue circuits that resource CCTV. An alternative option put forward by BT will result in a major rise in costs to the local authority to in excess of £100,000 per annum for transmission alone.

The current combined cost of transmission and maintenance for CCTV across Arun is £20,000 per annum. Sussex Police have sourced a provider, Chroma Vision to provide a wireless solution at a reduced cost. Following on from the upgrade, Sussex Police will be handing back Governance and Data Control to the Local Authority.

### **3.2 Indicative Costs**

Current Arrangement:

2023/2024: £20,000\* transmission / maintenance

New Costs:

2023/2024: £30,000 upgrade & £20,000\* transmission/ maintenance

2024/2025: £9,000 transmission/ maintenance

2025/2026: £9,000 transmission/ maintenance

Costs if remain with BT system:

2023/2024: £20,000\* transmission/ maintenance

2024/2025: £100,000 transmission/ maintenance

2025/2026: £100,000 transmission/ maintenance

\* NB: £20,000 costs for transmission and maintenance during 2023/2024 have already been allocated within the relevant budget, it does not need to be found in addition to the upgrade expenditure.

Effectively this is an invest to save scheme, initial investment being paid back via ongoing reduced transmission and maintenance costs over 3 years.

#### **4. DETAIL**

##### **4.1 Upgrade**

The current CCTV network is provided by BT. BT will not be supporting any CCTV system operated via digital or analogue circuits from 1 April 2024. BT are willing to provide an alternative solution from 1 April 2024 at a significant increase in cost to the Local Authority. Our annual cost is currently £20,000 and this is estimated to rise to more than £100,000 if BT remain the provider.

Chroma Vision are the current Technology Solution experts, working with Sussex Police and they have identified an opportunity to change the hardwired system to a wireless, cloud-based system. Chroma Vision have provided an estimated cost to this upgrade of £30,000 and both they and Sussex Police have confirmed that this upgrade can be completed by 31 March 2024.

The costs associated in upgrading the CCTV technology amounts to capital expenditure. Whilst this is necessary if the Council wishes to continue utilising our public facing CCTV systems, officers will continue to explore additional funding opportunities. The current costs provided for upgrade are an estimate, more detailed costs will follow on from a survey carried out on the current network configuration.

##### **4.2 Transmission and Maintenance**

The upgrade to the current hard-wired system will allow for cheaper ongoing annual maintenance and transmission costs. These have been estimated at £9,000 per annum, compared to £20,000 previously, provided by Chroma Vision. There is ongoing contact with Arun's IT team who are assessing areas where additional cost saving may be achieved.

##### **4.3 Data Governance**

With all aforementioned changes, Sussex Police are also looking at their own cost saving measures. One of these will be to transfer the data control responsibility back to local authorities. The initial proposal had been made that this would take effect from 1 April 2024. Following extensive discussions between partners, became clear that the majority of Council's would be unable to fulfil this requirement at such short notice.

Therefore, Sussex Police have agreed to retain the governance responsibility for public facing CCTV, where required, until 1 April 2025. After this date, the suggestion is that governance management is become Arun District Council's responsibility with a need to implement our own Public Facing CCTV Data Governance and Policy and Data Sharing Agreement with Sussex Police. Arun District Council have raised concerns over the request to give the Local Authority data control and is seeking clarification and resolution.

Sussex Police are prepared to create a policy and data sharing agreement for Arun District Council over 2024-2025 ready to adopt from 1 April 2025. Arun District Council will be required to have a named Data Controller and 1-2 Admin Holders if Control moves to Arun DC from 1<sup>st</sup> April 2025, should governance be handed back to the local authority.

The responsibility for Data Governance and Control has not yet been resolved and there are ongoing discussions with Sussex Police.

## **5. CONSULTATION**

- 5.1 Consultation has taken place between Sussex Police, Chroma Vision, District and Borough Council's across Sussex and all relevant departments within the Local Authority.

## **6. OPTIONS / ALTERNATIVES CONSIDERED**

- 6.1 The Community Safety Team have assessed each of the cameras across the District and considered whether all remain necessary. Sussex Police data regarding the usage of each camera unit indicates that all are in regular use. Therefore, is it recommended that all 19 cameras are upgraded and maintained.
- 6.2 Arun District Council could seek its own solution to the provision of CCTV, by procuring its own equipment supplier and maintenance contractor. However, given the short timeframe and using the premise of scale of economy, it is recommended to work with Sussex Police and Chroma Vision to adopt the proposed solution, working with our IT team to ensure all technology upgrades comply with our own systems.

## **7. COMMENTS BY THE GROUP HEAD OF FINANCE/SECTION 151 OFFICER**

- 7.1 Consulted with Service Accountant: confirmation that funding is expected to be identified from existing budgets, not yet identified.

## **8. RISK ASSESSMENT CONSIDERATIONS**

- 8.1 N/A

**9. COMMENTS OF THE GROUP HEAD OF LAW AND GOVERNANCE & MONITORING OFFICER**

9.1 Consulted with Information Governance Manager and Interim Legal Services Manager. Queries and concerns raised over Data Ownership and Control and clarification being sought with Sussex Police.

**10. HUMAN RESOURCES IMPACT**

10.1 From 1 April 2025 a named Data Controller and Admin Holders will be duly identified with adequate training provided.

**11. HEALTH & SAFETY IMPACT**

11.1 N/A

**12. PROPERTY & ESTATES IMPACT**

12.1 Upgrades to physical CCTV equipment and software required.

12.2 It is noted that the Council adopted a new CCTV Policy on 10 November 2022. However, this particular policy was related to systems that fall into two principal categories. Firstly, those installed across the Council's estate. Secondly, the CCTV surveillance cameras it may require as regulator be installed in privately owned places such as taxis.

**13. EQUALITIES IMPACT ASSESSMENT (EIA) / SOCIAL VALUE**

13.1 N/A

**14. CLIMATE CHANGE & ENVIRONMENTAL IMPACT/SOCIAL VALUE**

14.1 N/A

**15. CRIME AND DISORDER REDUCTION IMPACT**

15.1 CCTV is an integral part of the reduction, monitoring and enforcement of crime and policing across the District and we have a duty under the Crime and Disorder Act 1998 to act as a key partner in local crime reduction.

**16. HUMAN RIGHTS IMPACT**

16.1 All CCTV operation is managed within clear policies with all human rights considered.

**17. FREEDOM OF INFORMATION / DATA PROTECTION CONSIDERATIONS**

- 17.1 Governance and surveillance for CCTV will be covered within the CCTV policy and this policy will cover Subject Access Requests and Freedom of Information Requests.
- 17.2 Clarity will need to be sought on data governance and data control across 24/25 prior to agreement from Arun District Council to take on management and data control of public facing CCTV.

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**CONTACT OFFICER:**

**Name:** Carrie Reynolds

**Job Title:** Communities and Wellbeing Manager

**Contact Number:** 01903 737605

**BACKGROUND DOCUMENTS:**

None



## Arun District Council

<b>REPORT TO:</b>	<b>Housing and Wellbeing Committee</b>
<b>SUBJECT:</b>	<b>SHAP (Single Homeless Accommodation Programme)</b>
<b>LEAD OFFICER:</b>	<b>Jayne Knight Housing Options Manager</b>
<b>LEAD MEMBER:</b>	Cllr Carol Birch, Chair of Housing and Wellbeing Committee
<b>WARDS:</b>	<b>All</b>
<p><b>CORPORATE PRIORITY / POLICY CONTEXT / CORPORATE VISION:</b></p> <p>SHAP will support the following aims of the council Vision.</p> <p>Improving the wellbeing of Arun</p> <ul style="list-style-type: none"> <li>• Support those who are homeless, street homeless or at risk of homelessness in emergency or temporary accommodation to improve health outcomes.</li> </ul> <p>Delivering the right homes in the right places</p> <ul style="list-style-type: none"> <li>• Support those in our community that most need help, providing a safety net where necessary and working with people and organisations to meet different needs.</li> <li>• Support households with complex needs to secure suitable accommodation.</li> <li>• Ensure the existing housing stock in the district (private sector and council owned) is maintained to a high standard.</li> <li>• Continue to bring empty homes back into use for the benefit of the community.</li> </ul>	
<p><b>DIRECTORATE POLICY CONTEXT:</b></p> <p>The objective of SHAP is to increase the supply of high-quality, longer-term accommodation with accompanying support to address gaps in homelessness pathway provision.</p> <p>The current homelessness strategy identifies the need to increase housing supply across all tenures</p> <ul style="list-style-type: none"> <li>• To supply the housing that Arun residents need</li> <li>• To maximise Homes England grant funding to ADC</li> <li>• To make housing affordable and sustainable</li> <li>• To work in partnership with Housing Associations to maximise delivery of affordable housing</li> </ul> <p>One of the main objectives of this Housing &amp; Homelessness strategy is to create sustainable communities to meet the needs of all residents. We are keen to support vulnerable people to live a full and independent life with the same choices, opportunities and responsibilities as the rest of the community.</p>	

## **FINANCIAL SUMMARY:**

SHAP has a national allocation of £200 million administered by Homes England. Authorities are invited to make bids for suitable schemes during specified periods, the next being in September 23 and another to follow in November 23.

The grant application is split between capital and revenue. When a scheme bid is submitted the authority can apply for the capital cost and for three years of revenue to cover support costs.

Schemes must be ready to occupy by March 2025, which is a short timescale, especially for building new properties.

We have identified potential schemes for submission but the financial appraisals for these potential bids is still being completed, ready for the September application date. This report is not seeking approval for the full scheme costs and approval to proceed; those recommendations will be presented to Committee in a future report.

## **1. PURPOSE OF REPORT**

- 1.1. To seek Committee approval to proceed with submitting suitable accommodation schemes for funding consideration in accordance with the SHAP grant conditions. This does not commit the Council to proceeding with any projects, which will only happen subject to further Committee approval, including a financial evaluation.

## **2. RECOMMENDATIONS**

- 2.1. The Committee approves the submission of suitable accommodation schemes for SHAP funding.

## **3. EXECUTIVE SUMMARY**

- 3.1. Arun District Council have been invited to apply for SHAP by DLUHC and Homes England. The bid is in two parts, a capital bid for the properties to be acquired, and a revenue bid for three years of support provision. The intention is for these properties to be assets owned by the authority.
- 3.2. A gap analysis has been undertaken and submitted to DLUHC as part of the preliminary bid. It identified the local needs environment, including the need for high-level complex need support accommodation in Littlehampton and longer term, low-support accommodation in Bognor Regis.
- 3.3. DLUHC guidance says Councils will be expected to demonstrate value for money, including grant per unit and revenue cost per person per unit. Councils should also utilise other sources of funding where possible, for example through joint working with local partners, use of capital receipts and borrowing to lessen reliance on central government funding. Longevity of the capital asset will also be considered.

3.4. We have no available commuted sums and intend to use borrowing to fund the balance of the costs. The level of borrowing will be determined by the scheme financial appraisal and will form part of our submission and future report to this committee.

3.5. Preference will be given to schemes that provide homes which are additional housing stock or bring additional homes into use within the sector.

#### **4. DETAIL**

4.1. Several possible projects have been identified to meet the gaps identified in the analysis.

4.2. The gap analysis was based on multiple datasets including:

- Data submitted to DLUHC on rough sleeping under the rough sleeper initiative
- Support referrals
- Rough sleeper placements and the prevailing level of rough sleeping
- Data on those who return to the streets due to lack of support
- Local availability of high needs supported accommodation
- Data on the demand for existing supported accommodation including average length of stay and barriers to moving on
- Feedback from various meetings with local partner agencies, including Stonepillow, Turning Tides and Bognor Housing Trust

4.3. The gap analysis has identified a need for high-level complex need support accommodation in Littlehampton and longer term, low-support accommodation in Bognor Regis.

4.4. DLUHC have had previous capital grant schemes like SHAP. Arun DC has not applied for these previous opportunities and DLUHC are strongly supporting our participation in this scheme.

#### **5. CONSULTATION**

5.1. Consultation has been undertaken with all relevant departments and agencies including:

- Housing Options
- Rough Sleeper Team
- Anti-Social Behaviour Team
- Stonepillow
- Turning Tides
- Bognor Housing Trust
- Adult Social Care
- Policing Teams
- Community Mental Health Team
- Drug and alcohol support
- Emergency accommodation providers

**6. OPTIONS / ALTERNATIVES CONSIDERED**

The alternative is to not submit a bid, however funding for RSI (Rough Sleeper Initiative) ends in March 25, along with all the current accommodation solutions for this cohort. SHAP gives ADC the opportunity to secure long term housing solutions for the increasing numbers of single homeless households across the district.

**7. COMMENTS BY THE GROUP HEAD OF FINANCE/SECTION 151 OFFICER**

7.1. There are no financial implications arising from this report, but should the Council be successful in its bid for SHAP funding, there will be a need to identify matched funding. A further report to Members will be submitted, which will include a greater level of financial detail. Members will be aware however, that there is no funding identified at this stage and any future proposals will need to be included in a business case and subject to a rigorous financial evaluation to ensure that they are both affordable and provide value for money.

**8. RISK ASSESSMENT CONSIDERATIONS**

Risk	Mitigation
Bid is unsuccessful:	This is a potential outcome and in that case the schemes will not proceed
Planning approval:	This is a potential outcome and in that case the schemes will not proceed
Properties not ready:	We are proposing the use of modular homes to reduce the possibility of the properties not being ready in time
Lack of demand:	Our bids are based on a gap analysis [appendix A] which evidences local need

**9. COMMENTS OF THE GROUP HEAD OF LAW AND GOVERNANCE & MONITORING OFFICER**

9.1 There are no direct legal implications arising from this report. Should funding application be approved, appropriate legal agreements will be required governing the use of the funding and the Council's obligations.

**10. HUMAN RESOURCES IMPACT**

None, these properties will be managed within existing resources.

**11. HEALTH & SAFETY IMPACT**

There are no health and safety implications.

**12. PROPERTY & ESTATES IMPACT**

The schemes will be managed by Housing and as such have no impact on corporate estate management services.

**13. EQUALITIES IMPACT ASSESSMENT (EIA) / SOCIAL VALUE**

The properties will be used to support people who either have been or were at imminent risk of rough sleeping. As such they provide a valuable resource for some of our most vulnerable citizens.

Rough sleeping not only harms those experiencing it but it also negatively impacts our parks, greenspaces and town centres. If these schemes are developed they will provide high quality accommodation, providing safety, comfort and dignity to some of the most vulnerable members of our community.

**14. CLIMATE CHANGE & ENVIRONMENTAL IMPACT/SOCIAL VALUE**

Any schemes proposed will be developed to high environmental standards with an emphasis on energy efficiency.

**15. CRIME AND DISORDER REDUCTION IMPACT**

Rough sleeping can lead to ASB and crime particularly in the town centres. By providing accommodation with a supported pathway and specialist support this will positively reduce town centre ASB and improve the welfare of Rough sleeping clients, in a safe environment.

**16. HUMAN RIGHTS IMPACT**

There are no human rights implications.

**17. FREEDOM OF INFORMATION / DATA PROTECTION CONSIDERATIONS**

Not applicable

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**CONTACT OFFICER:**

**Name:** Jayne Knight  
**Job Title:** Housing Options Manager  
**Contact Number:** 01903 737708

**BACKGROUND DOCUMENTS:**

None

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<b>REPORT TO:</b>	<b>Housing and Wellbeing Committee</b>
<b>SUBJECT:</b>	<b>Homeless strategy date extension</b>
<b>LEAD OFFICER:</b>	<b>Jayne Knight Housing Options Manager</b>
<b>LEAD MEMBER:</b>	Cllr Carol Birch, Chair of Housing and Wellbeing Committee
<b>WARDS:</b>	<b>All</b>
<b>CORPORATE PRIORITY / POLICY CONTEXT / CORPORATE VISION:</b>	
<p>The Homeless strategy is a statutory instrument we are required to have but will support the following areas of the council vision</p> <ul style="list-style-type: none"> <li>• Provide a mixed housing economy within the district for all, regardless of age or circumstances, where different types of homes are available, and people can choose to rent or buy.</li> <li>• Support those in our community that most need help, providing a safety net where necessary and working with people and organisations to meet different needs.</li> <li>• Support those who are homeless, street homeless or at risk of homelessness in emergency or temporary accommodation to improve health outcomes.</li> <li>• Support households with complex needs to secure suitable accommodation.</li> <li>• Ensure the existing housing stock in the district (private sector and council owned) is maintained to a high standard</li> <li>• Continue to bring empty homes back into use for the benefit of the community.</li> </ul>	
<b>DIRECTORATE POLICY CONTEXT:</b>	
<p>The Homeless Strategy is required to be in date by law in order that statutory homeless services can be delivered by Arun District Council.</p> <p>The current policy was initially adopted in 2019 to run until 2022.</p> <p>The policy was extended in October 2022 for a further year by Housing and Wellbeing Committee.</p> <p>A policy cannot be extended beyond 5 years and a new policy will need to be adopted in 2023</p>	
<b>FINANCIAL SUMMARY:</b>	
N/A	

**For general release**

**1.        PURPOSE OF REPORT**

To request the extension of the current Homeless Strategy for one further year from October 2023 to October 2024, whilst a procurement process is

undertaken to instruct an author of a new strategy along with relevant consultation period with partners.

## **2. RECOMMENDATIONS**

It is recommended that the Housing and Wellbeing Committee agree the extension of the Homeless Strategy until 2024.

## **3. EXECUTIVE SUMMARY**

Executive Summary: The Homeless Strategy is a statutory document required by law to be in date and that statute states that authorities must publish a new strategy every five years. The local authority must make the strategy publicly available on their website.

Arun District Council adopted the current strategy in 2019 to run until 2022 and extended the term on the Strategy in October 2022 until 2023. This was to allow for a new strategy to be consulted on and written. Whilst the procurement for this work is out to tender, the strategy is not yet written and therefore in order to keep the authority legally compliant, Committee is asked to agree a further extension to 2024 to allow time for the procurement process and consultation and writing of the new strategy.

## **4. DETAIL**

Executive Summary: The Homeless strategy is a statutory document required by law to be in date and that statute states that authorities must publish a new strategy every five years. The local authority must make the strategy publicly available on their website.

Arun District Council adopted the current Strategy in 2019, to run until 2022, and extended the term on the Strategy in October 2022 to run until 2023. This was to allow for a new strategy to be consulted on and written. Whilst the procurement for this work is out to tender, a new strategy is not yet written and therefore in order to keep the authority legally compliant, the Committee is asked to agree a further extension to 2024 to allow time for the procurement process and consultation and writing of the new strategy.

The policy will require a consultation period where the council must consult with partner agencies including, children's services, adult services and other public, private and voluntary sector agencies, after which time officers will be in a position to formulate the new strategy with our appointed strategist.

## **5. CONSULTATION**

Not required.



## **6. OPTIONS / ALTERNATIVES CONSIDERED**

No alternatives can be considered, without the extension to the policy, the homeless function will be forced to cease to operate, and it will be contracted out.

## **7. COMMENTS BY THE GROUP HEAD OF FINANCE/SECTION 151 OFFICER**

There are no additional financial implications arising from this report.

## **8. RISK ASSESSMENT CONSIDERATIONS**

No risks other than those identified.

## **9. COMMENTS OF THE GROUP HEAD OF LAW AND GOVERNANCE & MONITORING OFFICER**

9.1 The legislative provisions governing the Council's duties in relation to homelessness are extensive.

9.2 The Homelessness Act 2002 requires local housing authorities to review homelessness in their district and prepare and publish a homelessness strategy based on the review.

9.3 The Homelessness Reduction Act 2017 requires local housing authorities to take reasonable steps to prevent homelessness (when anyone is threatened with it within 56 days) and to "relieve" homelessness (through maintaining or securing accommodation) for eligible applicants who are homeless or threatened with homelessness.

9.4 Under section 3(1) of the 2002 Act a 'homelessness strategy' means a strategy formulated by a local housing authority for: (a) preventing homelessness in their district; (b) securing that sufficient accommodation is and will be available for people in their district who are or may become homeless; (c) securing the satisfactory provision of support for people in their district: (i) who are or may become homeless; or (ii) who have been homeless and need support to prevent them becoming homeless again.

9.5 In formulating or modifying a homelessness strategy a local housing authority must have regard to: (a) its current allocation scheme under section 166A of the Housing Act 1996, and (b) its current tenancy strategy under section 150 of the Localism Act 2011.

9.6 The council is required to take its Homelessness Strategy into account in the exercise of its functions. Under section 182 of the Housing Act 1996, local authorities must have regard to the Homelessness Code of Guidance for local authorities when exercising its functions relating to homelessness and prevention of homelessness.

**10. HUMAN RESOURCES IMPACT**

No impact identified.

**11. HEALTH & SAFETY IMPACT**

No Impact Identified

**12. PROPERTY & ESTATES IMPACT**

No impact identified.

**13. EQUALITIES IMPACT ASSESSMENT (EIA) / SOCIAL VALUE**

No impact identified.

**14. CLIMATE CHANGE & ENVIRONMENTAL IMPACT/SOCIAL VALUE**

No impact Identified.

**15. CRIME AND DISORDER REDUCTION IMPACT**

No impact identified.

**16. HUMAN RIGHTS IMPACT**

No impact identified.

**17. FREEDOM OF INFORMATION / DATA PROTECTION CONSIDERATIONS**

No impact identified.

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**CONTACT OFFICER:**

**Name:** Jayne Knight

**Job Title:** Housing Options Manager

**Contact Number:** 01903 737708

**BACKGROUND DOCUMENTS:**

[Housing and homelessness strategy 2019 to 2023 | Arun District Council](#)

<b>REPORT TO:</b>	<b>Housing and Wellbeing Committee- 12<sup>th</sup> September 2023</b>
<b>SUBJECT:</b>	<b>Local Authority Housing Fund</b>
<b>LEAD OFFICER:</b>	<b>Moh Hussein- Interim Head of Housing</b>
<b>LEAD MEMBER:</b>	Councillor Carol Birch, Chair of Housing and Wellbeing Committee
<b>WARDS:</b>	<b>All</b>
<b>CORPORATE PRIORITY / POLICY CONTEXT / CORPORATE VISION:</b>	
<p>The Local Authority Housing Fund will support the following aims of the Council Vision.</p> <p>Improving the wellness of Arun</p> <ul style="list-style-type: none"> <li>• Support those who are homeless, street homeless or at risk of homelessness in emergency or temporary accommodation to improve health outcomes.</li> </ul> <p>Delivering the right homes in the right places</p> <ul style="list-style-type: none"> <li>• Support households with complex needs to secure suitable accommodation.</li> <li>• Ensure the existing housing stock in the district (private sector and council owned) is maintained to a high standard.</li> <li>• Continue to bring empty homes back into use for the benefit of the community.</li> </ul>	
<b>DIRECTORATE POLICY CONTEXT:</b>	
<p>The Local Accommodation Housing Fund (LAHF) (2) will provide up to 40% of funding towards the cost of purchasing seven additional Temporary Accommodation homes, adding to the stock of 56 properties already owned by Arun.</p> <p>These additional homes will be new, high standard properties that provide better than value than the alternative, which is expensive emergency accommodation.</p>	
<b>FINANCIAL SUMMARY:</b>	
<p>1.1 The Department of Levelling Up, Housing and Communities (DLUHC) allocated up to £1.09M of grant to Arun District Council to acquire or develop seven additional temporary accommodation homes to fulfil our statutory homeless duties. The allocation provides for up to 40% of the cost and will require ADC to fund the remaining 60%, up to a maximum of £1.64 million.</p> <p>1.2 Our intention is to use this award, along with our contribution, to purchase four 2-bedroom and three 3-bedroom homes. Our contribution towards the scheme costs will be funded through additional borrowing.</p>	

## **2. PURPOSE OF REPORT**

- 2.1 To seek approval from Members to proceed with the acquisition of seven additional temporary homes, including approval for the capital funding required to make up the remaining cost after the grant awarded is considered.

## **3. RECOMMENDATIONS**

- 3.1 It is recommended that Housing and Wellbeing Committee:
  - (a) Approves progression of the LAHF award of £1,092,000 to acquire seven additional homes for use as temporary accommodation;
  - (b) Approves the use of HRA borrowing as match funding of a minimum 60% (up to £1,640,000);
  - (c) Subject to recommendation (d), approves the acquisition of seven new homes for up to a maximum total cost of £2,730,000 for use as temporary accommodation and in accordance with the LAHF grant conditions; and
  - (d) Delegates authority to the Group Head of Finance (Section 151 Officer), in consultation with the Leader, Opposition Leader and Chair of this committee, to provide final written approval of the acquisition subject to the Group Head of Finance being in receipt of a positive financial appraisal.
  - (e) Notes that an appraisal of the LAHF scheme will be brought to this committee once it is completed and in use.
  - (f) Request that Policy & Finance Committee include this scheme within the Council's capital programme at a total cost of £2.73M, with £1.09M to be funded from central government grant and £1.64M to be funded by the Council through additional borrowing.

## **4. EXECUTIVE SUMMARY**

- 4.1. DLUHC have nominally allocated £1.092M of LAHF funding for Arun District Council to acquire additional homes for use as temporary accommodation. The LAHF scheme is intended to support Afghan refugees currently occupying bridging hotels and to relieve our existing homelessness pressures.
- 4.2. Arun DC has been allocated up to £1.092 million of grant funding conditional on the Council match funding at least 60%, being £1.64M. The funding is also conditional on having the properties ready for use by 29 March 2024.
- 4.3. The grant application has already been submitted as the deadline was 5 July, but this does not commit us to proceeding with the application.
- 4.4. The proposal is to purchase:

Four x two-bedroom new homes on a local development

Three x three-bedroom new homes on a local development

## **5. DETAIL**

- 5.1. Presently there are over 180 Arun households living in temporary accommodation of which 145 are in expensive nightly paid accommodation provided by private suppliers. The cost of temporary accommodation to the local authority last year was over £2.6M gross.
- 5.2. Homelessness is a statutory service, and we are obligated to offer temporary accommodation to eligible households. At a time of nationally increasing homelessness, we are seeing increasing numbers of households in temporary accommodation. Our only flexible source of supply is expensive emergency accommodation. Increasing our own portfolio of temporary accommodation reduces that reliance and offers a better quality, more sustainable and cheaper alternative.
- 5.3. There are no commuted sums available so the match funding from Arun District Council for this project will come from HRA borrowing.

## **6. CONSULTATION**

There has been consultation with DHLUC and Finance in developing these proposals.

## **7. OPTIONS / ALTERNATIVES CONSIDERED**

- 7.1. There was consideration given to building new properties on land owned by Arun District Council. This was dismissed as the delivery timetable is by 29 March 2024 and therefore not long enough to enable such an approach.
- 7.2. There was the option not to apply for this grant, and this was also dismissed as:
  - DLUHC were strongly supportive of our application.
  - This scheme will provide high-quality, energy efficient new temporary homes for homeless families.
  - These properties will both generate an income and off-set the alternative cost of emergency accommodation.

## **8. COMMENTS BY THE GROUP HEAD OF FINANCE/SECTION 151 OFFICER**

- 8.1 The total costs of the proposals in this report are £2.73M of which £1.64M will need to be funded by the Council. This will be done by taking out new borrowing, which means the Council will also incur additional revenue costs to repay the borrowing. However, it is anticipated that borrowing costs and any other additional revenue expenditure will be offset by the savings achieved.
- 8.2 It is important for Members to note that no acquisitions will be made unless a business case is developed, which demonstrates affordability and value for money. To this end, the cost of the proposals are **not** expected to increase the Council's annual running costs.

## **9. RISK ASSESSMENT CONSIDERATIONS**

- 9.1. The authority will be increasing its HRA debt:  
Whilst this increases our debt exposure risk, this is mitigated by the ownership of the properties, which will be 40% grant funded.
- 9.2. The grant application is unsuccessful:  
The scheme will not proceed without grant so there is no risk.
- 9.3. Properties cannot be purchased in time:  
If we are unable to meet any of the grant obligations, we will withdraw our application and return the grant. The grant includes up to £20K for acquisition costs per property so this will mitigate any costs already incurred.

## **10. COMMENTS OF THE GROUP HEAD OF LAW AND GOVERNANCE & MONITORING OFFICER**

- 10.1 Appropriate legal agreements will need to be prepared and put in place to govern both the use of the funding and the acquisitions. Advice will be required from the Council's Legal Services team and/or its external legal advisors as a part of the project.

## **11. HUMAN RESOURCES IMPACT**

There are no implications identified.

## **12. HEALTH & SAFETY IMPACT**

There are no implications identified.

## **13. PROPERTY & ESTATES IMPACT**

There are no implications identified.

## **14. EQUALITIES IMPACT ASSESSMENT (EIA) / SOCIAL VALUE**

This brings additional social value to the community providing suitable temporary accommodation for 7 additional households in the district.

## **15. CLIMATE CHANGE & ENVIRONMENTAL IMPACT/SOCIAL VALUE**

All 7 properties purchased, will be newly constructed, to the most up to date build standards.

## **16. CRIME AND DISORDER REDUCTION IMPACT**

There are no implications identified.

**17. HUMAN RIGHTS IMPACT**

There are no implications identified.

**18. FREEDOM OF INFORMATION / DATA PROTECTION CONSIDERATIONS**

There are no implications identified.

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**CONTACT OFFICER:**

**Name:** Jayne Knight

**Job Title:** Housing options Manager

**Contact Number:** 01903 737708

**BACKGROUND DOCUMENTS:**

[Local Authority Housing Fund: Round 2 prospectus and guidance - GOV.UK  
\(www.gov.uk\)](http://www.gov.uk)

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## Arun District Council

<b>REPORT TO:</b>	<b>Housing and Wellbeing Committee</b>
<b>SUBJECT:</b>	<b>Arun District Council Housing Compliance Strategy</b>
<b>LEAD OFFICER:</b>	<b>Philippa Dart - Director of Environment &amp; Communities and Interim CEO</b>  <b>Moh Hussein – Interim Head of Housing</b>  <b>Ian Hippach – Compliance Manager, Maintenance Services</b>
<b>LEAD MEMBER:</b>	Cllr Carol Birch, Chair of Housing and Wellbeing Committee
<b>WARDS:</b>	<b>All</b>
<b>CORPORATE PRIORITY / POLICY CONTEXT / CORPORATE VISION:</b>	
<p>The development of this overarching Compliance Strategy is a result of an action noted as part of the recent engagement with the RSH.</p> <p>The RSH require Arun DC to create this strategy to become part of the documentation suite describing the strategic and operational management approach to “Compliance” in the Housing Service.</p>	
<b>DIRECTORATE POLICY CONTEXT:</b>	
<p>The council have not previously had a strategy in place for this purpose. It has been agreed by the Head of Housing as essential.</p>	
<b>FINANCIAL SUMMARY:</b>	
<p>There is no direct financial implication to the adoption of this strategy.</p>	

### 1. PURPOSE OF REPORT

- 1.1 The purpose of this report is to inform the Committee of the requirement for the council to review and approve a newly developed Housing Compliance Strategy.

### 2. RECOMMENDATIONS

- 2.1 It is recommended that Committee approves adoption of the appended Compliance Strategy.

### **3. EXECUTIVE SUMMARY**

- 3.1 The strategy document describes the approach adopted by the Housing Service to deliver its statutory obligations relating the building Health and Safety of its rented property stock.

### **4. DETAIL**

- 4.1 The strategy is specifically developed to act as a signposting document which should be used as the starting point for stakeholders who want to develop an understanding of the approach, the pertinent policies, documentation and operational processes implemented to manage building Health and Safety Compliance in Housing.
- 4.2 It requires review bi-annually to ensure its compliance with the latest legislation.
- 4.3 Note – This strategy only applies to rented social properties where Arun DC is the freeholder and landlord.

### **5. CONSULTATION**

- 5.1 To ensure the currency to legislative obligations and the adherence to recognised “best practice” in the social housing sector consultation has been sought from Pennington’s Choices Limited who have assisted in the development and appraisal of this strategy before its recommendation to the Committee. Note – PCL Ltd are recognised expert consultants in compliance for social housing organisations.

### **6. OPTIONS / ALTERNATIVES CONSIDERED**

- 6.1 Not to support the requirement of a new strategy. This is not considered a feasible option as it was required by the RSH.

### **7. COMMENTS BY THE GROUP HEAD OF COPRORATE SUPPORT/SECTION 151 OFFICER**

- 7.1 There are no financial implications arising from the development of the strategy document itself but there may be costs associated with any recommendations and actions arising from the strategy. These will be reviewed for affordability and reported to Members in due course.

### **8. RISK ASSESSMENT CONSIDERATIONS**

8.1 If this strategy is not adopted Arun DC risk adverse findings when next audited in respect of compliance by either auditors or the RSH.

**9. COMMENTS OF THE GROUP HEAD OF LAW AND GOVERNANCE & MONITORING OFFICER**

9.1 The significant legal impact of implementing a new policy is to ensure that we deliver our Statutory Obligations in this critical area.

**10. HUMAN RESOURCES IMPACT**

10.1 There is no impact on ADC Human Resources.

**11. HEALTH & SAFETY IMPACT**

11.1 The purpose of the legislation is to improve the Health and Safety of the occupants of all rented properties. ADC Tenants, Residents and Stakeholders will be able to easily understand the management of compliance more transparently by the adoption and publishing of this strategy.

**12. PROPERTY & ESTATES IMPACT**

12.1 ADC buildings will become Compliant to the latest legislation and therefore safer.

**13. EQUALITIES IMPACT ASSESSMENT (EIA) / SOCIAL VALUE**

13.1 No Impact

**14. CLIMATE CHANGE & ENVIRONMENTAL IMPACT/SOCIAL VALUE**

14.1 No Impact

**15. CRIME AND DISORDER REDUCTION IMPACT**

15.1 No Impact

**16. HUMAN RIGHTS IMPACT**

16.1 No Impact

**17. FREEDOM OF INFORMATION / DATA PROTECTION CONSIDERATIONS**

17.1 There are no implications relating to Freedom of Information or Data Protection

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**CONTACT OFFICER:**

**Name:** Ian Hippach

**Job Title:** Compliance Manager,

**Contact Number:** 01903 737854

**BACKGROUND DOCUMENTS:**

NONE



<b>Name</b>	Housing Compliance Strategy 2023 – 2025
<b>Owner</b>	Head of Housing
<b>Last Review</b>	May 2023
<b>Next Review</b>	March 2025
<b>Resident Consultation</b>	N/A
<b>Equality Impact Assessment</b>	N/A
<b>Committee Approval</b>	September 2023

**Strategic Lead** \_\_\_\_\_

**Sign** \_\_\_\_\_

**Date** \_\_\_\_\_

**Health and Wellbeing Chair** \_\_\_\_\_

**Sign** \_\_\_\_\_

**Date** \_\_\_\_\_

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## **1. Introduction**

- 1.1. As a Landlord, Arun District Council (Arun DC) is responsible for repairs and maintenance to our homes, communal blocks, and other properties we own and manage.
- 1.2. This strategy outlines our approach to property compliance, providing the framework to ensure our Elected Members, Senior Leadership Team, employees, partners, and residents are clear on our legal and regulatory obligations; and can operate in line with these obligations.
- 1.3. It forms part of our wider organisational commitment to driving a health and safety culture among our employees and contractors (as detailed within our Health and Safety Policy) and supports Arun DC's strategic aim to 'Deliver the right homes in the right places' as set out in 'Our vision: A better future 2022-2026'.

## **2. Background**

- 2.1. In 2018 Arun was found to be in breach of the 'Home Standard' for fire safety and water safety. Our Housing and Homelessness Strategy 2018 – 2023 committed to a full review of all policies and procedures in relation to landlord health and safety requirements and we have since strengthened our arrangements and had substantial external scrutiny and oversight of property compliance.
- 2.2. We adopted a three-phase approach to our compliance improvement journey.
  1. Understand root causes, organising programmes and managing contractors – 2019 - 2021.
  2. Process development and adherence – 2021-23.
  3. Embedding change – 2023-24.
- 2.3. This strategy outlines how we will achieve the final phase of our compliance improvement journey and embed a sustainable framework for property compliance into the future.

## **3. Governance and strategic approach**

- 3.1. Our governance and strategic approach set the direction for achieving our property compliance vision. 'Keeping People Safe' is a key priority in our revised Housing Strategy.
- 3.2. Our governance structure supports scrutiny and oversight of property compliance, through Senior Leadership Team to Housing and Wellbeing Committee through regular performance reporting that sets out our level of compliance with key legal obligations.
- 3.3. Our Health and Wellbeing Committee has overall governance responsibility to ensure full compliance with legislation and regulatory standards. The Director of Environment and Communities has overall strategic responsibility for property compliance.

- 3.4. The Senior Leadership Team approve strategic compliance policy principles to provide assurance that risk and cost implications to the organisation have been appropriately considered.
- 3.5. We provide regular awareness training on property health and safety compliance knowledge to our elected members and leadership team to inform strategic decision making, including how to provide effective challenge, scrutiny, and oversight.
- 3.6. Any properties that are owned by Arun but managed by other organisations are included in our compliance programmes and treated in the same manner. We adopt a zero-tolerance approach to risk in these arrangements.

## **4. Policies**

- 4.1. We have detailed policy documents for each of the 'big six' risk areas of compliance – gas safety, electrical safety, fire safety, asbestos safety, water safety, and lift safety. These documents set out 'what' Arun will do to meet our compliance obligations and the key strategic decisions/ policy principles approved by the senior leadership team.
- 4.2. Our policies will be reviewed at least every two years or if legislative requirements change.
- 4.3. Our policy templates include the following information:
  - 4.3.1. Introduction and objectives
  - 4.3.2. Scope
  - 4.3.3. Roles and responsibilities
  - 4.3.4. Legislation, guidance, and regulatory standards
  - 4.3.5. Obligations
  - 4.3.6. Statement of intent
  - 4.3.7. Programmes
  - 4.3.8. Follow-up work
  - 4.3.9. Data and records
  - 4.3.10. Resident engagement
  - 4.3.11. Competent persons
  - 4.3.12. Training
  - 4.3.13. Performance reporting
  - 4.3.14. Quality assurance
  - 4.3.15. Significant non-compliance and escalation

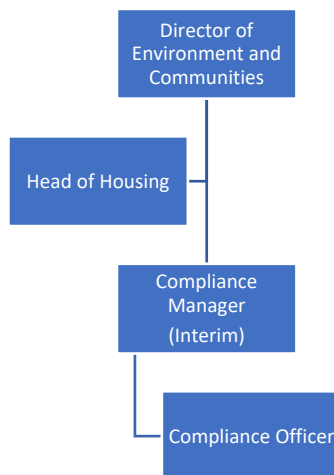
## **5. Processes and procedures**

- 5.1. Our policies are supported by operational process maps and procedure documents. These outline 'how' Arun DC delivers our end-to-end compliance processes including milestones, timescales, interdependencies, roles, and responsibilities. Procedures also include contract delivery and confirm how operational performance and compliance will be monitored. These are important documents that support joined up and more efficient ways of working.



## 6. Operational structure, training, and competence

6.1. We have provided additional investment and resources to support property compliance management. Our operational structure is outlined below:



6.2. Arun DC staff hold relevant compliance management qualifications or are supported to do so within an appropriate timeframe. We will regularly review training requirements across all areas of compliance.

6.3. We are also supported by a panel of competent, qualified, technical experts and contractors who provide external assurance and technical advice, deliver compliance inspections, and remedial works.

## 7. Contract management

7.1. We proactively manage all contractors through a framework of structured formal contractor meetings and arrangements across all compliance programmes.

7.2. Annual contractor checks take place to review insurance, qualifications, and accreditations.

7.3. All contracts are formally procured, with support from third-party technical experts where required, to ensure service specifications are robust.

## 8. Data, systems, and reporting

8.1. We undertake an annual data reconciliation/ validation exercise across all assets and all compliance programmes to ensure that records are accurate and up to date, as well as confirming evidence for assets not on compliance programmes.

8.2. The QL housing management system holds all asset and property compliance programme data. Geometra is used to hold inspection, survey, and assessment records, and to manage actions raised from inspections.

8.3. As a minimum we report the following key performance indicators for each area of property compliance - monthly to Senior Leadership Team and quarterly to Health and Wellbeing Committee:

- Properties – communal blocks and other properties (numbers).
- Properties not on programmes (numbers).
- Properties with valid and in date inspection records (numbers and percentage).
- Properties without valid and in date inspection records (numbers and percentage).
- Properties due for an inspection within the next 90 days.
- Complete, in-time and overdue follow-up works/ actions arising from programmes (split by priority).
- Narrative explanation of current positions, corrective actions required, anticipated impact of corrective actions and progress with completion of follow-up works.

## 9. Quality assurance

9.1. We carry out programmes of external quality assurance technical audits (field and desktop) across all compliance areas on a sample basis (outlined in policies).

9.2. We carry out an independent external audit of property compliance at least every two years, to test compliance with legal and regulatory requirements and to identify any non-compliance issues for correction.

## 10. Resident engagement

10.1. Our resident engagement strategy makes a commitment to involve our residents by co-designing a plan to engage them with building safety and compliance. We proactively promote the work we do to keep our residents safe. One of our five aims is to improve communication, and this will enable us to raise general awareness more effectively, as our residents are often best placed to mitigate risks themselves. Our current methods of communication include our repairs handbook, regular newsletters to residents and coffee breaks within our sheltered schemes. We also undertake and analyse data from the annual tenant satisfaction survey, which is a core set of performance measures that aim to provide residents with greater transparency about their landlord's performance and inform the regulator of social housing about how we are complying with consumer standards.

## **11.Supporting documents**

- 11.1. Gas Safety policy, process maps, and procedures
- 11.2. Electrical Safety policy, process maps, and procedures
- 11.3. Asbestos Management policy, process maps, and procedures
- 11.4. Fire Safety policy, process maps, and procedures
- 11.5. Water Safety policy, process maps, and procedures
- 11.6. Lift Safety policy, process maps, and procedures
- 11.7. Health and Safety policy
- 11.8. Resident Engagement Strategy
- 11.9. Repairs Handbook

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## Housing and Wellbeing Committee Draft Work Programme 2023-2024

HOUSING & WELLBEING SERVICES COMMITTEE	<u>Report Author</u>	<u>Date of Meeting</u>	<u>Time</u>	<u>Full Council Meeting Date</u>
Meeting 1		20 June 2023	18:00	19 July 2023
Leisure Operating Contract Housing Management System Programme Update Amendments to new Allocations Policy Safer Arun Partnership (scrutiny) Performance Measures <b>Exempt Items</b> <b>Council Tax Insolvency</b> <b>Council Tax Business Rates</b> <b>Housing Benefit Overpayments</b>	OH MH JK D o’C SH AB AB AB			
HOUSING & WELLBEING SERVICES COMMITTEE	<u>Report Author</u>	<u>Date of Meeting</u>	<u>Time</u>	<u>Full Council Meeting Date</u>
Meeting 2		12 Sept 2023	18:00	8 Nov 23

## Housing and Wellbeing Committee Draft Work Programme 2023-2024

Page 128	Complaints performance and determinations	SH		
		SH		
	Performance measures for housing services – Q1 April 023-June 2023			
	Homeless Strategy extension	JK		
	Housing Compliance Strategy	IH		
	Public Facing CCTV upgrade	Carrie Reynolds		
	LAHF – Local Accommodation Housing Fund	JK		
		JK		
	SHAP – Single Homeless Accommodation Programme	Karl Smith		
	Budget 2024/25 Process	AB		
	Q1 KPI Report			
	<b>Exempt Items</b>	AB		
	<b>Council Tax Insolvency</b>	AB		
	<b>Council Tax Business Rates</b>	AB		
<b>Housing Benefit Overpayments</b>				

## Housing and Wellbeing Committee Draft Work Programme 2023-2024

HOUSING & WELLBEING SERVICES COMMITTEE	<u>Report Author</u>	<u>Date of Meeting</u>	<u>Time</u>	<u>Full Council Meeting Date</u>
Meeting 3		<b>23 Nov 2023</b>	18:00	13 Mar 2024
Safer Arun Partnership (Scrutiny) Resident Engagement Strategy Annual Update Q2 KPI Report <b>Exempt Items</b> <b>Council Tax Insolvency</b> <b>Council Tax Business Rates</b> <b>Housing Benefit Overpayments</b>	D o'C SH AB AB AB AB			
HOUSING & WELLBEING SERVICES COMMITTEE	<u>Report Author</u>	<u>Date of Meeting</u>	<u>Time</u>	<u>Full Council Meeting Date</u>
Meeting 4		<b>25 Jan 2024</b>	18:00	13 Mar 2024
Sussex Police Precept Leisure Annual Report Q3 KPI Report	AB			

## Housing and Wellbeing Committee Draft Work Programme 2023-2024

<p><b>Exempt Items</b></p> <p><b>Council Tax Insolvency</b></p> <p><b>Council Tax Business Rates</b></p> <p><b>Housing Benefit Overpayments</b></p>	<p>AB</p> <p>AB</p> <p>AB</p>			
<p><b>HOUSING &amp; WELLBEING SERVICES COMMITTEE</b></p>	<p><u><b>Report Author</b></u></p>	<p><u><b>Date of Meeting</b></u></p>	<p><u><b>Time</b></u></p>	<p><u><b>Full Council Meeting Date</b></u></p>
<p>Meeting 5</p>		<p><b>26 March 2023</b></p>	<p>18:00</p>	<p>9 May</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>Page 130</b></p> <p>Safer Arun Partnership (Scrutiny)</p> <p><b>Exempt Items</b></p> <p><b>Council Tax Insolvency</b></p> <p><b>Council Tax Business Rates</b></p> <p><b>Housing Benefit Overpayments</b></p>	<p>D o'C</p> <p>AB</p> <p>AB</p> <p>AB</p>			



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