



Minutes of the meeting of the HOUSING IMPROVEMENT TEAM MEETING held on MONDAY 15 NOVEMBER 1999 at 6.30 pm in Meeting Room 2 at Saxon Court

Present: Councillors H Saunders and A Woodcock

Officers: D Jones (Strategic Director Neighbourhood Services), D Nickless (Head of Neighbourhood Services), S Comerford (Senior Housing Officer (Greenleys Housing Office), B McKay (Lakes Estate Housing Office) and S Parker (Committee Administrator)

Tenants'

Representatives: A Laing (Bletchley Area Housing Board)
H Taylor (Bradville/Greenleys Area Housing Board)
B Moore (Netherfield/Newport Pagnell Area Housing Board)
G Greaves (Netherfield/Newport Pagnell Area Housing Board)
A Richardson (Beanhill Residents' Association)
P Prop (Tinkers Bridge Residents' Association)
J Blake (Vice-Chair - Central Area Housing Board)

Also Present: N Finney (North British Housing Association)
J Kenny (TMS Insight)
D Payne (MK Community Mediation Service)

1.0 WELCOME AND INTRODUCTIONS

D Nickless welcomed all participants to the meeting. He drew Team Members' attention to the membership list for the Housing Improvement Team on Neighbour Nuisance and the Tenancy Agreement (which is attached as **Annex A** to these notes).

It was noted that the list would be amended to include Andrew Laing and Mark Simm.

It was also noted that some organisations had two representatives on the HIT and this reflected the fact that on some occasions it would be difficult for one or other of those Members to attend the meeting because of other engagements.

D Nickless pointed out that Members of the HIT had been circulated with details from the Community Mediation Service of the number of referrals which the Council had made to the Mediation Service and their origin for the period April to November 1999 as well as an extract from the CMS's annual reports and comments from users of the service.

D Nickless stated that the Housing Committee had set up 3 HITs as follows:

- (a) Adaptations - Issues around Mobility

- (b) Repairs and Void Management (meetings of which had been held and the findings of which would be presented to the Housing Committee at its meeting at the end of this month).
- (c) Neighbour Nuisance and the Tenancy Agreement

It was expected that the findings of the HIT on Neighbour Nuisance and the Tenancy Agreement would be presented to the Housing Committee in the form of proposals for policy changes and the resources which this might involve. He also stated that this was a time limited piece of work.

Alan Richardson stated that issues that needed to be addressed included:

- (a) Tenancy Agreement and Implementation
- (b) Probationary Tenancies
- (c) Disorderly Neighbourhoods

2.0 REVIEW OF AGREEMENTS AND GOOD PRACTICE

2.1 John Kenny of TMS Insight led a session on the Review of Agreements and Good Practice. He stated that a Tenancy Agreement should have the following components:

- (a) It must be legal.
- (b) It must be understandable.
- (c) It must be enforceable.
- (d) It should be 'On Message'.

The Agreement should state the rights and responsibilities of both the landlord and the tenant. It should inform tenants and the public at large how it views the contract between the tenants and itself. It has to reflect the current climate and send the correct message.

The Team noted the current Secure Tenancy Agreement which detailed the rights and responsibilities of tenants of Milton Keynes Council and the rights and responsibilities of the Council acting as landlord.

It was noted that the Secure Tenancy Agreement had been drawn up following consultation between the Council and representatives of the Residents' Associations.

The consultant recognised that although the document was one of the better Tenancy Agreements he had seen, he would make the following comments about the document:

2.2 Page 1 - Information on Security of Tenure

- (a) The document gave no indication of the Council's position on regarding a breach of security of tenure.
- (b) There was no impression of how the landlord views nuisance and anti-social behaviour.

- (c) The information on security of tenure detailed at page 1 of the document should be contrasted with the information on paying for your home at page 3 of the document which was clear on the rights of landlord and tenant.
- (d) The information on community responsibilities detailed at page 9 of the document is quite specific. It is clear that the Council takes domestic violence seriously and is specific about what the Council will do and what the tenant must not do. This can be contrasted with the information presented on tenants' responsibilities which, although legal, was probably unenforceable because it is not specific and defined.
- (e) The statement at 46 on Criminal Offences on page 9 of the document gives no indication about what the Council would or could do if there was a breach of the agreement on criminal offences.
- (f) Likewise it was doubtful whether the condition relating to graffiti under Community Responsibilities 47 of the document was enforceable.

The consultant asked how often the Council took action against those tenants who put graffiti on Council property. A Richardson pointed out that the Development Corporation used to remove graffiti immediately whereas the Council was more lax in this area which inevitably sent out a negative message.

2.3

Nuisance Clauses

The consultant stated that nuisance clauses needed to be:

- (a) Clear;
- (b) Unambiguous;
- (c) Comprehensive; and
- (d) Enforceable.

The Team noted details of Nuisance Performance Indicators which had been prepared by the Council and that the Council recorded and monitored such information on a monthly basis. However, the Team also noted that the information recorded by the MK Community Mediation Service on complaints of nuisance was the most accurate information available. The Team noted that there was much work to be done in the area of statistical reporting of nuisance cases.

2.4

Looking at the Service

The Consultant reported that in looking at the services provided it was necessary to consider the following:

- (a) What do customers think of it - for example leaseholders, owner-occupiers, tenants' groups.

- (b) What do staff think of it - for example of Local Authority Housing Departments and Social Services Departments.
- (c) What do stakeholders think of it - for example North British Housing.

2.5

Tenancy Agreement

The consultant stated that a lot of work had obviously gone into producing the Tenancy Agreement which was in many ways sound. It was important that Housing Officers read through the document page by page and was satisfied that the tenant understood the clauses in it.

The following was stressed as vital in drawing up a Tenancy Agreement:

- (a) It must be legal.
- (b) It must be understandable.
- (c) People need a real opportunity to understand it.
- (d) Tenants must be aware of their responsibilities.
- (e) It must be enforceable.

2.6

Other Points

The following was also noted:

- (a) Housing Officers are not usually there to witness incidents of serious nuisance as they happen, therefore the need for professional witnesses should be more actively considered.
- (b) The protection of tenants who act as witnesses in order to get evidence before court is important.
- (c) Use of video evidence should be considered.
- (d) A member of the Legal Department should be requested to attend future meetings of the HIT to advise on legal matters.

2.7

Other Aids to Supporting Council in Dealing with Neighbourhood Nuisance and Tenancy Agreement

The consultant stated that it was important to recognise that the Tenancy Agreement should only be seen as one tool in supporting the Council in dealing with Neighbour Nuisance and the Tenancy Agreement. The other matters to consider including the following:

- (i) The Council's Legal Team
- (ii) The Council's Environmental Health Officers
- (iii) Court Users' Group
- (iv) Use of witnesses
- (v) Use of technology
- (vi) Social Behaviour Orders and anything arising out of the Crime and Disorder Act

- (vii) Publicity/information
- (viii) Signing up process
- (ix) Staff procedure notes
- (x) A specialist team of 4 or 5 field work staff

2.8

Staff Procedure Notes

The consultant stated that in some ways the Council staff procedure notes of who does what, when and how were very comprehensive. However he made the following comments:

- (a) The pre-tenancy stage information needed to be more informative.
- (b) Some of the information seemed 'a bit apologetic' for example lines like "the object is not to punish".

The Consultant reiterated that the Council would not solve neighbour nuisance on its own. This could only be tackled by a multi agency approach which included tenants and gave tenants a role. It was also important to get youth on board, for example through Youth Forums.

It was agreed that the information which had been discussed at the meeting would be pulled together by the officers for consideration at future meetings to which a representative of the Legal Section would be invited. Another of the meetings would address anti-social behaviour with a presentation from Richard Solly and Rob Callow.

Derek Nickless pointed out that the consultant would only be with the group for the next session. Any further comments or views should be forwarded to Derek Nickless as soon as possible.

3.0

TERMS OF REFERENCE

The Team noted its proposed Terms of Reference. It was agreed that the Terms of Reference for the Team should be those as detailed in **Annex B** to these notes subject to a further Term of Reference being added that the Team should look at anti-social behaviour in the wider context of Milton Keynes and its involvement of other agencies.

4.0

FUTURE MEETINGS

It was agreed that future meetings should discuss the subject areas detailed at **Annex C** to these notes subject to the inclusion of Victim Support as a further possible subject area to be covered.

5.0

DATE OF NEXT MEETING

It was agreed that the next meeting would be held at 6.30 pm on Tuesday 14 December 1999.