

LOCAL LETTINGS PLAN - Consultation draft

Action sheet for meeting held at 6.30pm on 11.4.13 at LBH&F Town Hall to discuss queries and issues arising from the Local Lettings Plan (LLP)

Present:

Appendix 4

Mike England (ME)	Director Housing Operations, Skills & Economic Development
Tomasz Kozlowski (TK)	Head of Area Regeneration, Earls Court
Mike Gallagher (MK)	Project Manager
Sally Taylor (ST)	Chair, West Kensington TRA
Diana Belshaw (DB)	Chair, Gibbs Green TRA
Keith Drew (KD)	Chair, West Kensington & Gibbs Green Community Homes Ltd
Robin Hawkes (RH)	Board Member, West Kensington & Gibbs Green Community Homes Ltd

	Issue/Query	Action Proposed
1.	<u>Introductions</u>	
1.1	ME: The purpose of having the meeting is to hear the views of those present on the draft LLP. Although this was stated as the last day for consultation, comments could still be taken following the meeting.	Comments from ST/DB/KD/RH by 15.4.13
1.2	ST: Emphasised that she and DB are elected representatives of their TRAs. Both had felt ignored by the Council in the consultation process and that it was important for the Council to understand that they represented the views of the large majority of residents on the estate. The Council often referred to consultation with a resident group but this was the Steering Group set up and funded by the Council and it was not elected by residents.	
1.3	KD: Introduced himself as Chair of West Kensington & Gibbs Green Community Homes Ltd. This had been set up by residents with the aim of taking the transfer of the estates into community ownership. RH had been appointed as an Independent Board Member.	
2.	<u>Non-Dependent Household Members</u>	
2.1	DB: Highlighted confusion arising from what appear contradictory items in the draft LLP: <ul style="list-style-type: none"> Item 5.11, p.3: "Members of an Eligible Tenant's household will be rehoused with the Eligible Tenant as long as they were living with the Tenant as part of the household for <u>a year</u> prior to the date the CLSA was signed (23.1.13)". Item 5.12, p.3: "The following persons will normally be considered as part of the household... (bullet point 2)... <u>non-dependent children if they have lived continuously as part of the settled household since the start of the tenancy</u>" "Appendix 1 – Size of Homes", p.8: "Note: In the case of non-dependent adults over the age of 18 years old who are not carers; vulnerable; or the subject of other exceptional circumstances; they will <u>not</u> be considered as members of the household for the purpose of this Housing Allocation Scheme". 	ME to consider how the LLP should be clarified.
2.2	ME: Appendix 1 has been taken from the Housing Allocations Policy and therefore is setting out the general rules that apply. However, he said that it is clearly the intention that non-dependent adult children will be included in households. This does need clarifying in the LLP.	
2.3	ME: Stressed that item 5.10 is critical – this says that the Council will decide on a case by case basis who is part of an Eligible Tenant's household. DB said that many tenants had been very worried by the uncertainty in the document	

	and also referred to item 5.13 which implied that in the case of large households, adult children may be required to “make their housing arrangements elsewhere”. She gave the example of an elderly tenant with 2 adult daughters in a 3 bed who had been told that she would only receive an offer of a 2 bed home that would leave 1 daughter homeless. ME said that there may be cases where large households are made offers to 2 units to make the rehousing more feasible. RH said that this was not clear in the draft LLP.	ME to consider how the LLP should be clarified.
3.	<u>Tenants Contract</u>	
3.1	KD: Referred to item 5.6, p.3: “Eligible Tenants must sign the Tenant’s Contract to be eligible for the full terms of the re-housing offer”. Why is this necessary? It is introducing a level of preferential treatment for some tenants. There are people who have lived on the estate for 40 years – why should they not get the same treatment because they haven’t signed the Contract?	
3.2	TK: The Tenants Contract is geared to the new scheme and those that want to be part of the new development.	
3.3	KD: Also referred to item 11.4, p.7: “The following factors will be considered when prioritising requests for out of phase moves: a) Secure tenants who have signed the Tenants Contract....h) Where all other factors are equal, preference will be given to the resident with the earlier date the Tenant Contract was signed”. Again, this seemed to be creating an arbitrary factor in deciding priorities. ME said that he understood that what “sits behind” the question about the Tenants Contract is how the law works on tenancies. He will consider this further and also the particular issue of 11.4 h) (priority based on when contract is signed).	ME to reconsider the priority associated with signing the Tenants Contract.
3.4	RH: Item 11 repeatedly makes reference to Secure Tenants – thus not including Assured Tenants who are also defined as being “Eligible Tenants”. The LLP needs to be reviewed to ensure there is no confusion in terms of eligibility.	ME to review references to Secure Tenants in the LLP
4.	<u>What happens when offers are refused?</u>	
4.1	RH: Item 5.18, p.4 states: “Eligible Tenants will be made up to 2 offers of accommodation which meet the requirements of the Local Lettings Plan if there is scope within the phase. A 3 rd offer can be made at the discretion of the Executive Director of Housing and Regeneration”. What happens if there isn’t scope for even a 2 nd offer within the phase?	
4.2	TK: Nobody will be expected to move until the units in the appropriate phase become available. There is flexibility in the proposals in respect of the number and type of units in each phase.	
4.3	RH: Will you be taking possession proceedings if the tenant refuses the offer(s) you have made? If so under what grounds? There is no reference to this in the LLP.	
4.4	TK: This had not been considered as yet. The intention was to provide homes that people would want to move into. ME added that they hoped that in time people will support the scheme and the aim is to agree offers of accommodation with each tenant. RH said that it was important to understand that for many tenants and homeowners, particularly those in houses with gardens and parking spaces, they will be losing a lot in the new development because it is mostly flatted.	
5.	<u>Advanced Local Lettings Plan</u>	
5.1	RH referred to Item 11.3, p.6 that states that where tenants have requested to leave the estate and a suitable tenancy does not become available by the time	

<p>5.2</p> <p>5.3</p>	<p>the property is required for possession, “a tenancy in the redevelopment area, which meets the Council’s commitments, will be offered. Only one ‘offer’ of accommodation will be made in this instance”.</p> <ul style="list-style-type: none"> • Why only one offer if the tenant cannot be rehoused elsewhere – it’s not their fault if a property is not available so why penalise them with one offer? • What happens if they refuse the single offer? <p>ME: The aim is to be fair to other applicants in the borough who would normally only receive one offer. It’s also important to bear in mind that the offer will be considered “suitable”. However, he will consider whether the single offer should be reviewed in these circumstances.</p> <p>DB: Tenants had been told in the early stages of the scheme that they would get “like for like” offers in the new development and this was repeated by Cllr Johnson in last night’s BBC London News. However this doesn’t seem to be the case in what is actually happening with the possibility of household members not being accepted (as mentioned earlier), the reduction in the number of houses, the loss of garages and parking and ground floor tenants having to consider upper floor flats. TK said that it was difficult to comment on some of these matters as he wasn’t here at the time. However there would be compensation for the loss of gardens and garages.</p>	<p>ME to consider review of one offer</p>
<p>6.</p> <p>6.1</p> <p>6.2</p>	<p><u>Appeals</u></p> <p>RH: In item 15.1, p.7, it states that the procedure for appeals is to be as set out in S.5.3 – 5.6 of the Housing Allocation Scheme. This says that: “where an applicant requests a formal review concerning the suitability of accommodation under section 5.4 of this policy, the property will not normally be held available whilst the appeal is considered”.</p> <ul style="list-style-type: none"> • What happens if the appeal is lost and the unit is no longer available? • What offer will then be made? <p>ME: Referred to S. 5.5 of the Housing Allocation Scheme which said that a property will be held available whilst the appeal is considered. However, he accepted that this is not what the policy says in the case of a request for a formal review (S. 5.4). ME agreed that this needed to be clarified.</p>	<p>ME to clarify whether a unit will be held available in the case of a formal review</p>
<p>7.</p> <p>7.1</p> <p>7.2</p> <p>7.3</p>	<p><u>Resident Homeowners</u></p> <p>ST: There was no reference in the document to Notting Hill Housing Trust shared ownership leaseholders. RH said that one of these residents attended the LLP drop-in and he was told that there was no record of NHHT shared owners and it wasn’t clear how he would be treated.</p> <p>TK: It’s now thought that there are 2 NHHT shared owners and they were working out the appropriate offer. ME confirmed that they should be treated in the same way as other leaseholders. The relevant shared owners will be contacted.</p> <p>ST: Service charges for “secure tenants” (again no reference to assured tenants) are referred to under the Resident Homeowners heading. There’s no other reference except in the glossary in Appendix 4 where service charges are referred to as bills which resident homeowners have to pay for estate services e.g. cleaning. (There’s no reference to tenants paying service charges). ME agreed that this needed correcting.</p>	<p>ME/TK to confirm to NHHT shared owners how they are to be treated in the scheme.</p> <p>ME to review LLP to include references to tenants service charges in appropriate sections</p>
<p>8.</p> <p>8.1</p> <p>8.1.1</p>	<p><u>Other Matters</u></p> <p><u>Private rented tenants</u></p> <p>ST: Earlier in the scheme, long term private tenants had been told that they would be treated in the same way as other tenants. She has a neighbour who has been resident for 12 years as a private tenant and had thought she was</p>	

8.1.2	<p>included in the scheme. The TRAs had an email from a Cllr stating that private tenants would be treated in this way. When was the scheme changed to exclude long term private tenants?</p> <p>TK: The Council will try to assist with helping private tenants find rehousing but they would not be offered homes in the redevelopment. ME said that he was surprised to hear that private renters might have been included in the scheme – this would be very unusual in such a scheme. He added that the position wouldn't now change.</p>	
8.2	<p><u>CLSA</u></p>	
8.2.1	<p>ST: Who did the Council sign the CLSA agreement with? The LLP refers to EC Properties Ltd.</p>	ME to alter LLP so that correct
8.2.2	<p>ME: It should have said EC Properties LP.</p>	developer included.
8.3	<p><u>Impact of Home Loss and other compensation on benefits</u></p>	
8.3.1	<p>DB: Will tenant's benefits be affected by the £4,700 home loss payment and any other compensation?</p>	ME to clarify any impact on benefits of
8.3.2	<p>ME said that this does need to be made clear in the LLP</p>	compensation payments in LLP
8.4	<p><u>Report from Alice Belotti and Jonathan Rosenberg dated 22.3.13</u></p>	
8.4.1	<p>ST: There had been no acknowledgement or response to the cases raised by Alice Belotti and Jonathan Rosenberg in their report dated 22.3.13, following the LLP drop-in session on 21.3.13, emailed to Melbourne Barrett and copies to Mike England et al</p>	ME to arrange response to issues raised.
8.4.2	<p>ME: There should have been an acknowledgement and a response will be made.</p>	
8.5	<p><u>Rubbish collection on the estates</u></p>	
8.5.1	<p>ST: There has been a real deterioration in rubbish collection and litter picking on the estates. Is it true that recycled rubbish is now only collected once a week? The estates are being allowed to look worse and justify the redevelopment – it didn't used to be like this and residents are proud of their homes and estates. RH: added that this should be an important issue for the Regeneration Team because if the estates are allowed to deteriorate it will make the temporary letting of units under the "Meanwhile Use" to applicants on the Home Buy Register much more difficult. TK agreed to respond on this matter.</p>	TK to respond on rubbish and litter picking issues.
8.6	<p><u>Affordable rented units in the scheme (740)</u></p>	
8.6.1	<p>KD: How certain is the provision of these units? On other schemes the number has subsequently been reduced at the request of the Council in return for payment by the developer.</p>	
8.6.2	<p>TK: The S106 Agreement will set down the obligations on the developer to provide these homes.</p>	
8.7	<p><u>Rents in the redevelopment</u></p>	
8.7.1	<p>DB: Will the rents be higher in the new homes for the same sized property? This had been her experience in a previous move.</p>	
8.7.2	<p>TK: Rents will be in line with the policy for other properties in the borough. ME added that they will be calculated in the same way.</p>	
8.8	<p><u>Council Tax banding</u></p>	
8.8.1	<p>DB: Will the Council Tax be higher for similar size properties in the new development? RH said that it had been his experience on other schemes that this was often the case and that this had not been made clear prior to tenants moving in. It does need to be made clear at an early stage – especially as the rules on even very low income households making payments are changing.</p>	ME/TK to consider making information available on Council Tax bandings in new homes