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| <b>Committee:</b><br>Housing Management and Almshouses Sub Committee                                      | <b>Dated:</b><br>30/06/25  |
| <b>Subject:</b> Housing Matters Update  | <b>Public</b>  |
| <b>Which outcomes in the City Corporation’s Corporate Plan does this proposal aim to impact directly?</b> | Diverse engaged communities<br>Leading Sustainable environment<br>Providing Excellent Services |
| <b>Does this proposal require extra revenue and/or capital spending?</b>                                  | <b>No</b>  |
| <b>If so, how much?</b>   | <b>N/A</b>   |
| <b>What is the source of Funding?</b>   | <b>N/A</b>   |
| <b>Has this Funding Source been agreed with the Chamberlain’s Department?</b>                             | <b>N/A</b>   |
| <b>Report of:</b> Judith Finlay, Executive Director of Community & Children’s Services                    | For Decision, Information and Comment  |
| <b>Report author:</b> Peta Caine, Director of Housing   |  |

### Summary

The purpose of this report is to update members of the Housing Management and Almshouses Sub-Committee on some key issues currently being dealt with by the Housing Team. Namely:

#### **For Decision**

#### **Housing Policy Approvals of New Policies and of Revisions to existing Policies and Practices – Appendices 1-9**

- Draft Aids and Adaptations Policy
- Draft Tenancy Management Policy
- Draft Vulnerability Policy
- Revised Parking Sheds and Garages Policy
- Revised Repairs and Maintenance Policy
- Revised Compensation Policy
- Policy Observations – background information
- Decoration Allowance Survey Results – background information
- Brewers Revitalise Leaflet – background information

#### **For Information and Discussion**

- Performance Dashboard – 2024/25
- City of London Almshouses – Lambeth: London Fire Brigade Notice of Deficiency Update
- Mobilisation and Demobilisation of the Repairs and Maintenance Contracts Update
- Local Authority Lead Members – Recruitment
- SMT Update
- DCCS Corporate and Departmental Risks – June 2025

This report will outline the work being done by the team to keep abreast of these and other issues.

## **Recommendation**

Members are asked to approve the new policies and revisions to existing policies extensions of the policies attached at appendices with observations covered in appendices 1-7: revisions to the decorations process with background information included in appendices 8-9 and note the performance dashboard in appendix 10.

## **Main Report**

### **1. Policy Approval**

**Members are asked to approve the following policies:**

Members are asked to approve the:

- **Draft Aids and Adaptations Policy for use by the Housing Service**

The primary purpose of this policy is to provide aids and adaptations in our housing, enabling residents and their families to live independently in their homes. It takes a personalised approach, avoiding a 'one-size-fits-all' model, particularly as there are key differences in contacts and procedures for our estates in host boroughs.

Requests for aids and adaptations can be made to Occupational Therapists (OTs). We have liaised with colleagues in Social Services within the City and host boroughs to ensure our policy ensures that those in need can access the necessary support efficiently.

The policy aligns with key legal and regulatory frameworks including The Regulatory Reform (Housing Assistance) (England and Wales) Order 2002 and The Disabled Facilities Grants (Maximum Amounts and Additional Purposes) (England) Order 2008.

By approving this policy, Members will be endorsing a framework that not only meets legal and regulatory requirements but also prioritises the wellbeing and independence of our residents, ensuring they receive the necessary support to live comfortably and independently in their homes.

- **Draft Tenancy Management Policy for use by the Housing Service**

The policy outlines a clear and accessible approach to managing tenancies on our housing estates. It aims to support tenants in sustaining their tenancies and minimising tenancy breaches, which is crucial for reducing homelessness and maintaining the availability of housing for those in need.

The policy ensures compliance with the Regulator for Social Housing's Tenancy Standard. This includes providing a clear policy on tenancy management, addressing matters such as discretionary succession rights, and managing tenancies fairly with due regard to equalities principles and the Public Sector Equality Duty.

The policy emphasises managing tenancies in a supportive way, taking a proportionate and fair approach to enforcement. This ensures that the needs of tenants are balanced with those of the community, promoting a harmonious living environment.

The simultaneous review of the tenant handbook and tenancy agreement ensures that all related documents are aligned and up-to-date. This integrated approach provides tenants with consistent and comprehensive information about their rights and responsibilities, enhancing their understanding and compliance.

- **Draft Vulnerability Policy for use by the Housing Service**

The policy outlines Housing's commitment to delivering fair and equitable outcomes for all residents, particularly those who are vulnerable. This ensures that vulnerable residents can access services and receive the support they need to sustain their tenancy. This approach is crucial for providing tailored support to vulnerable individuals, ensuring their needs are met effectively.

The policy aligns with the legal duties under the Equality Act 2010, which requires advancing equality of opportunity between persons who share a relevant protected characteristic and those who do not. It also complies with the Regulator of Social Housing's standards, which mandate treating tenants with fairness and respect and understanding their diverse needs.

This policy supplements the department's equality and diversity and safeguarding policies and procedures, providing a comprehensive framework for supporting vulnerable customers

**Members are asked to approve the revision and extension of:**

- **Estate Parking & Storage Sheds Policy for use by the Housing Service**

The revised policy includes updated safety measures to ensure that all estate facilities are used in a safe manner. This is crucial for preventing accidents and ensuring the well-being of residents.

By liaising with the health and safety team, the policy ensures compliance with relevant regulations and standards. This collaboration has helped identify and mitigate potential risks associated with the use of these facilities, ensuring that they meet the required safety standards particularly around the increasing use of e-bikes, e-scooters and similar vehicles.

The policy now includes provisions for periodic audits of shed and parking facilities to ensure compliance with the terms and conditions of use. This helps maintain the safety and integrity of the facilities.

- **Repairs & Maintenance Policy for use by the Housing Service**

The revised policy introduces new response priorities to ensure that repairs are addressed more efficiently and effectively. The categories are as follows:

- **Priority 1 – Emergency Repairs:** To be completed within 24 hours. These are repairs that pose an immediate risk to health, safety, or security, or could cause significant damage to the property.
- **Priority 2 – Non-Emergency Repairs:** To be completed within 20 working days. This applies to repairs that do not fall into Priority 1.

The revised policy and the new Chigwell contract focus on enhancing the resident experience by ensuring the delivery of timely and effective repairs.

- **Compensation Policy for use by the Housing Service**

The revised policy directly responds to feedback from residents regarding lift failures. By including specific provisions for compensation related to lift outages, the policy demonstrates a commitment to addressing the concerns and needs of residents, thereby improving overall satisfaction. By outlining specific scenarios, such as lift failures, the policy holds the Housing Service and its contractors accountable for service delivery.

The policy covers a wide range of issues beyond lift failures, ensuring that residents are protected in various scenarios where the Housing Service or its contractors fail to deliver satisfactory services. This comprehensive approach ensures that all potential service failures are addressed

All policies have been reviewed and refined based on feedback from various stakeholders including the Housing User Board (HUB Group), ensuring that they are clear, fair, and effective in meeting the needs of our residents.

## **Appendices**

- Appendix 1 – Draft Aids and Adaptations Policy
- Appendix 2 – Draft Tenancy Management Policy
- Appendix 3 – Draft Vulnerability Policy
- Appendix 4 – Revised Estate Parking and Sheds
- Appendix 5 – Revised Repairs and Maintenance Policy
- Appendix 6 – Revised Compensation Policy
- Appendix 7 – Policy Observations



**Appendix 1**  
**City of London Corporation**  
**Department of Community & Children's Services**  
**Housing Service**

**Draft Aids and Adaptation Policy**

|                                |   |
|--------------------------------|---|
| <b>Approved by:</b>            | <b><i>Housing Management &amp; Almshouses Sub-Committee</i></b> |
| <b>Original Approval Date:</b> |   |
| <b>Review Date:</b>            |   |
| <b>Re-Approval Date</b>        | -   |
| <b>Next Review Date</b>        | <b><i>**3 years from re-approval**</i></b>                      |

## **1. Purpose**

This policy outlines our approach to the management of requests for aids and adaptations recommended by an Occupational Therapist (OT) for tenants or members of their household to restore or enable independent living for tenants and their families who may reside within a disabling environment.

This policy also aims to ensure we meet our statutory and legislative obligations.

Most of this policy clarifies legislative requirements however it does include local agreements developed to meet the needs of vulnerable people living on our Housing Estates and provide a more responsive service.

## **2. Scope**

This policy applies to:

- Tenants living in properties owned or managed as part of the Housing Revenue Account (HRA)
- Licensees living in properties managed by the Housing Service on behalf of the City of London Almshouses Trust and the Gresham Almshouses Trust
- Communal facilities such as car parks, commercial premises, and community rooms

This policy does not apply to Leaseholders.

Leaseholders requiring adaptations to their homes can check funding eligibility, find out more information, seek support and advice online by checking with the relevant Local Authority or online at <https://www-foundations.uk.com/how-we-help/adapt-my-home/>

An overview of the Disabled Facilities Grant (DFG) can be found in Section 4.8.

### **3. Legislation**

- Equality Act 2010
- Housing Grants, Construction and Regeneration Act 1996
- The Housing Renewal Grants Regulations 1996
- The Housing Renewal Grants (Services and Charges) Order 1996
- The Disabled Facilities Grants and Home Repair Assistance (Maximum Amounts) (Amendment No. 2) (England) Order 2001
- The Regulatory Reform (Housing Assistance) (England and Wales) Order 2002
- The Disabled Facilities Grants (Maximum Amounts and Additional Purposes) (England) Order 2008
- The Housing Renewal Grants (Prescribed Form and Particulars) (Revocation) (England) Regulations 2010

### **4. Policy Statement**

#### **4.1 Requesting Aids and Adaptations**

The purpose of providing aids or adapting council housing stock is to restore or enable independent living for tenants and their families who may reside within a disabling environment. A 'one-size fits all approach' is not adopted in delivering adaptations and where proportionate works are tailored to meet individual needs and requirements.

A request for aids and adaptations can be made to Occupational Therapists (OT). A request for an adaptation may originate with the disabled person themselves or their carer/s or may arise as part of treatment or care during involvement with other social, health or housing services. OT services are provided by the local authority and can be found in Appendix 1.

#### **4.2 Assessments**

Assessments usually take place in the person's own home. The process involves not only questions and answers but can also include observation of the performance of daily living tasks. This is so that the Occupational Therapist can complete a full functional assessment.

This is necessary to understand the impact the difficulties have on the person's life and determine the level of risk to the person or their carer. An assessment may involve several visits to the person's home, in less complex situations an assessment may be completed in one visit.

There can be a variety of outcomes from an OT visit. Options to address the need include:

- Wait for existing suitable alternative accommodation to become available
- Wait for alternative accommodation that can be more practically adapted
- Adapt tenant's current dwelling/communal area

This policy focuses on where the outcome requires adaptation to an individual's home.

### **4.3 Criteria**

All requests for adaptation works must be assessed by an Occupational Therapist (OT) who will provide recommendations and specifications as necessary, including highlighting any high priority cases.

During this assessment the OT may request assistance from Property Services, Housing Management or the Planning Department to assess the suitability of the property for adaptation.

Within this policy, adaptations are categorised as either minor or major adaptations.

#### Minor Adaptations

Minor adaptations include alteration to a property that involves secure or permanent attachment to, or alteration of, the fabric of the property usually up to the value of £1,000. Some typical examples of works that would fit within the scope of a minor adaptation are:

- Grab rail
- Alterations to position of light switches/sockets
- Widening doors for wheelchair access

As long as the minor adaptation is necessary and practical to undertake, there is no cost to the tenant.

#### Major Adaptations

Major adaptations are usually a significant and permanent alteration to the property. As a guideline this covers adaptations over £1,000. Some typical examples of works that would fit within the scope of a major adaptation are:

- Level access shower
- Stair-lift
- Ramp

Major adaptations costing may be subject to a test of resources, to determine if the work will be fully funded or whether the tenant has to contribute. Housing Management will liaise with the tenant to establish an agreed payment profile for their contribution.

The test of resources only considers the resources (income and savings) of the disabled occupant and / or their spouse or partner where applicable and where practicable. It does not consider outgoings.

If the work is for a child or to a communal area or the tenant is in receipt of Universal Credit or other applicable benefits, then no means test is required.

Most tenants will want the council to organise the major adaptation works and take ownership. Property Services will organise the works using the appropriate contractors, keeping the resident updated of timescales to complete the work as appropriate.

### **4.4 Disabled Adaptations Panel**

The panel varies depending on where the estate is based. Often the panel includes the Assistant Director of Housing and appropriate Heads of Service from the Housing Service with appropriate representation from the Occupational Therapy service and Housing Needs. The panel will be informed and meet as required when there is the potential:

- Adaptations are likely to exceed £30,000.
- Adaptations include a proposed extension to a property.
- The housing register does not meet the needs of occupants requiring adaptations.
- Complex or high priority cases, where support or advice or additional resources or better use of the stock is identified where collective agreement is needed.

The panel must make fair, realistic financially sound documented decisions regarding adaptations to properties in the Housing Revenue Account (HRA) that it has been informed about to decide if any adaptations should proceed or not.

If works are agreed to proceed the panel will sign off the design, drawings and specification before works proceed.

The panel will hear any appeal by a resident regarding a decision to adapt a property or not, make decisions regarding any operational disagreement between Occupational Therapists, Housing Management and Building Surveyors or other interested parties regarding adaptation of a property.

#### **4.5 Eligibility**

An individual is eligible for an adaptation if it is deemed 'necessary and appropriate' as well as 'practicable and reasonable'.

A person is considered disabled if:

- Their sight, hearing, or speech is substantially impaired
- They have a mental disorder or impairment of any kind
- They are physically and substantially disabled by illness or impairment present at birth or otherwise
- For those aged 18 or over, disability is recognised if:
  - They are registered under section 29(1) of the National Assistance Act 1948
  - Arrangements have been made or might be made for their welfare under that section

For those under 18, disability is recognised if:

- They are registered in a register of disabled children under the Children Act 1989
- Social Services considers them a disabled child under Part III of the Children Act 1989

The Council supports only essential adaptations due to the applicant's disability. Adaptations for social problems or overcrowding will not be considered.

#### **Necessary & Appropriate**

To determine if proposed works are necessary and appropriate, the Housing Service will collaborate with Occupational Therapists from the City for properties in the Square Mile, and other local authorities where an estate is based in another borough. The Occupational Therapist will visit and assess the individual's needs. We will accept the work recommended in the Occupational Therapy referral if it is deemed necessary and appropriate to meet the individual's needs



### Reasonable and Practicable

We must ensure as per government guidance that it is reasonable and practicable to approve an adaptation having regard to the age, condition or suitability of properties, for example:

- Where the moving of any existing services would be prohibitively expensive
- Where the property is a listed building and the proposed adaptation would be prohibitively expensive or inappropriate
- Where the adaptation work would have a detrimental effect on other residents

### **4.6 Ordering of Works & Timescales**

The government sets out guidelines for timescales for delivering a home adaptation. This is broken down into 5 key stages:

Stage 0: first contact with services

Stage 1: first contact to assessment and identification of the relevant works;

Stage 2: identification of the relevant works to submission of the formal grant application

Stage 3: grant application to grant approval

Stage 4: approval of grant to completion of works.

The timescales for moving through these stages will depend upon the urgency and complexity of the adaptations required. More urgent cases should be prioritised for action, but larger and more complex schemes will take longer to complete. The following table sets out best practice targets, which should be met in 95% of cases.

### **Target timescales (working days)**

| Type                 | Stage 1 | Stage 2 | Stage 3 | Stage 4 | Total |
|----------------------|---------|---------|---------|---------|-------|
| Urgent & Simple      | 5       | 25      | 5       | 20      | 55    |
| Non-urgent & Simple  | 20      | 50      | 20      | 40      | 130   |
| Urgent & Complex     | 20      | 45      | 5       | 60      | 130   |
| Non-urgent & Complex | 35      | 55      | 20      | 80      | 180   |

### **4.7 Taking ownership**

The tenant can organise the works themselves and maintain ownership on completion. Where a tenant wishes to organise the works themselves, the Alterations procedure will apply.

### **4.8 Funding Adaptations & DFG Explained**

The Disabled Facilities Grant (DFG) framework and mandatory aspect of the grant applies across all tenures, but the DFG budget cannot be used for funding adaptations to tenanted properties.

Adaptations for tenants will be paid from the Housing Revenue Account. The cost of multiple and expensive adaptations should be considered carefully to ensure budgets are used to achieve maximum benefit and ensure value for money is achieved.

The provision of this assistance is mandated by the government. The maximum amount available for an adaptation is £30,000. The grant is subject to a means test which will consider the income and capital of the disabled person and their spouse or partner. The applicant's assessed financial contribution (if any) will be deducted from the approved grant.

To qualify for assistance an applicant should be the:

- Property owner-occupier, registered provider social landlord, tenant, private landlord on behalf of tenant;
- A disabled member of the household who needs the home to be adapted to meet their needs is living in the property and the works will enable them to continue living there.
- Anyone of any age, who has a disability, (registered or not), and who lives in private housing.

Where the application is for a disabled child or young person under the age of 19 a means test is not required.

The law sets out the purposes for which a grant must be approved and covers works to remove or help overcome any obstacles which prevent the disabled person from moving freely into or around their home or enjoying the use of the property and the facilities or amenities within it. Eligible works include:

- widening doors and installing ramps, providing or improving access to rooms and facilities; for example, by installing a stairlift or providing a downstairs bathroom,
- improving or providing a heating system suitable to the needs of the disabled person, adapting heating or lighting controls to make them easier to use
- improving access to and movement around the home, to enable the disabled person to care for another person who lives in the property, such as a spouse, child, or other person for whom the disabled person cares and improving access to and from the garden where feasible.
- facilitating the preparation and cooking of food by the disabled person,
- Dementia-related aids and adaptation equipment and alterations like improving lighting, providing soundproofing, changing the flooring, and tonal contrasting tiling and sensors.

Social services will be asked to consider what is necessary and appropriate to meet the disabled person's needs. This will usually take the form of a recommendation from an Occupational Therapist.

The proposed works must be necessary and appropriate to meet the disabled person's needs and be reasonable and practicable depending on the age and condition of the property. The Council needs to be satisfied with each of these matters. A DFG may be refused if the council believes that the proposed works are not reasonable and practicable.

Where the cost of eligible works is more than the grant limit, other assistance may be available to bridge some or all of the gap between what the applicant

receives by way of DFG and the full cost of the works.

Clients have the option of managing the works themselves or choose to use the council's Home Improvement Agency (HIA).

Where the client wishes to have the Council's HIA manage the works on their behalf, there may be additional fees applied. Please check with the relevant Council's website.

#### **4.9 Re-housing**

We work in partnership with other housing providers to make the most effective use of properties across London. Re-housing could be considered more appropriate than carrying out major adaptations in a person's current property in the following circumstances:

Current home has design features that do not make adaptation a feasible option and it is therefore considered not 'reasonable and practicable'.

Current home requires extensive adaptations that are not reasonable or practicable  
Appropriate accommodation can be provided that would remove the need for extensive adaptations

Major adaptations would not meet the long-term assessed needs of the person and their carer / family

Consideration will be given to the individual's needs, including those of their carer, family and local support network. Appropriate support for vulnerable tenants will be provided in cases where re-housing is the preferred option.

When re-housing is recommended, tenants will be automatically assigned a named advisor who will work with them to complete an application form, award the relevant priority under the terms of the Housing Allocations Scheme and find suitable accommodation.

We will follow the Housing Allocations Scheme to ensure tenants are awarded the relevant priority and identify suitable alternative accommodation.

#### **4.10 The Right to Reviews, Appeals & Complaints**

There is no automatic right of appeal or review associated with decisions made under the terms of this policy. This does not remove a tenant's right to make independent legal challenge if they feel legislation has been breached or complain if they feel we have not followed the terms of this policy in making the decision.

If a complaint is upheld, then the application must be reconsidered by panel and a fresh decision given. This reassessment may not result in a changed decision but ensures that the policy has been applied fully.

If a complaint is not upheld and at any point during the process, the tenant has the right to refer their concerns to the Housing Ombudsman.

We will only assess a re-submission of an application for the same adaptation and applicant  
if a significant change in circumstances can be proven.

## **5. Training**

To ensure the effective implementation of the Aids and Adaptations Policy, all relevant staff members will receive comprehensive training covering areas such as equality, safeguarding, understanding vulnerabilities and communication.

## **6. Monitoring and Review**

We will regularly monitor the implementation of the policy to ensure that it is being applied consistently and effectively across all relevant services.

Key performance indicators (KPIs) will be established to measure the success of the policy, including the number of adaptations completed, the time taken to process applications, and resident satisfaction levels.

## **7. Related documents**

- Safeguarding Policy
- Equalities and Diversity Policy
- Complaints Policy
- Reasonable Adjustments Policy
- Allocations & Lettings Policy
- Repairs & Maintenance Policy
- Customer Service Standards

## **8. Equalities**

This Policy has been subject to a full Equalities Analysis and will be implemented in accordance with our responsibilities and duties under relevant legislation, including the Equalities Act 2010.

## **9. Data Protection**


We will comply with our obligations under relevant data protection legislation and regulations. We will process and store personal information securely.

It is policy that all employees are responsible for managing information in accordance with the Data Protection Policy and implement appropriate practices, measures, controls and training to ensure compliance.

## **10. Exceptions**

We may make an exception to the approach outlined in this policy if the circumstances require it and it is reasonable to do so. Our reasoning can be provided to the affected parties on request.

## 11. Document Management

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|--|---|
| <b>Department of Community &amp; Children’s Services</b><br><br><b>Housing Service</b>                             |  <p>The logo of the City of London, featuring a shield with a red cross on a white background, flanked by two lions. Above the shield is a crown. Below the shield is a banner with the motto 'DIEBUS QUIBUS VIVIT'. Underneath the logo, the text 'CITY OF LONDON' is written in a bold, sans-serif font.</p> |
| <b>Policy Title: Aids and Adaptation Policy</b>  |   |
| <b>Document Owner: Head of Housing Management</b>  |   |
| <b>Date Approved:</b> <ul style="list-style-type: none"><li>• (original)</li><li>• [DATE] (this version)</li></ul> |   |
| <b>Version:</b>  | <b>Last amendment:</b>  |
| <b>Effective date:</b>   | <b>Next review date:</b>  |
| <b>Changes:</b> <ul style="list-style-type: none"><li>•</li></ul>  |   |

## Appendix 1 - OT Services

**City of London Corporation** - <https://www.cityoflondon.gov.uk/services/social-care-for-adults/support-with-living-at-home-occupational-therapy>

Golden Lane Estate  
Middlesex Street Estate  
Spitalfields

**Hackney** - <https://hackney.gov.uk/occupational-therapy>

Windsor House

**Islington** -

<https://findyour.islington.gov.uk/kb5/islington/directory/service.page?id=mBZLqI CvbWY>

Holloway Estate  
Isleden House  
York Way Estate

**Lambeth** - <https://www.lambeth.gov.uk/adult-social-care-and-health/adults-and-older-people/living-home/equipment-technology>

City of London Almshouses and Gresham  
William Blake Estate

**Southwark** - <https://www.southwark.gov.uk/adult-social-care/living-independently/equipment-adaptations-and-assistive-technology/get>

Avondale Square Estate  
Horace Jones House  
Southwark Estates

**Lewisham** - <https://lewisham.gov.uk/organizations/occupational-therapy-service>

Sydenham Hill

**Tower Hamlets** -

[https://www.towerhamlets.gov.uk/lqnl/health\\_social\\_care/Health-and-adult-social-care/ASC/Occupational-Therapy/Occupational-therapy-assessment.aspx](https://www.towerhamlets.gov.uk/lqnl/health_social_care/Health-and-adult-social-care/ASC/Occupational-Therapy/Occupational-therapy-assessment.aspx)

Dron House



## Appendix 2

City of London Corporation

Department of Community & Children's Services

Housing Service

Tenancy Management Policy

*(Including Tenure Policy)*

|                         |  |
|-------------------------|--|
| Approved by:            | <i>Housing Management &amp; Almshouses Sub-Committee</i> |
| Original Approval Date: |  |
| Review Date:            |  |
| Version:                | <i>1</i>   |
| Re-Approval Date        |  |
| Next Review Date        | <i>**3 years from re-approval**</i>                      |

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| Three   |       | <b>Granting Tenancies</b> <ul style="list-style-type: none"> <li>- Policy on types of tenancy granted</li> <li>- Sole tenancies</li> <li>- Joint tenancies</li> <li>- Joint applications for housing</li> </ul> |
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## **SECTION ONE: INTRODUCTION, AIMS AND SCOPE**

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### **1.1 Introduction**

This policy outlines our approach to managing tenancies on City Corporation housing estates, and the support we can provide to tenants to help sustain tenancies and minimise tenancy failure.

This policy should be read in conjunction with the Tenancy Agreement and other relevant policies, which are listed in section 1.4.

### **1.2 Aims of this Policy**

We aim to:

- Comply with the Regulator for Social Housing's Tenancy Standard by providing a clear and accessible policy on tenancy management, including matters such as discretionary succession rights
- Manage tenancies fairly, with due regard to equalities principles and our Public Sector Equality Duty
- Minimise tenancy failure by managing tenancies in a supportive way, to minimise homelessness
- Take a proportionate and fair approach to the enforcement of tenancies, to consider the needs of the tenant along with those living in the same community
- Effectively manage our housing stock by ensuring that the legislation on tenancies is adhered to, and social housing is reserved for those who meet the relevant criteria

### **1.3 Scope**

This policy applies to tenants on our Housing Revenue Account (HRA) estates and includes:

- Secure Tenants
- Introductory Tenants

Aspects of this policy may also apply to other types of occupier, for instance occupiers who formerly held a Secure or Introductory tenancy and remain in occupation pending possession proceedings.

### **1.4. Related Policies**

The policies below are also relevant to the interpretation of this policy:

- Antisocial Behaviour Policy
- Decants Policy
- Domestic Abuse Policy
- Equality, Diversity and Inclusion Policy
- Estate Management Policy
- Housing Allocations Scheme

- Income Recovery Policy
- Introductory Tenancy Policy
- Mutual Exchange Policy
- Reasonable Adjustments Policy
- Safeguarding Policy
- Unreasonable Behaviour Policy
- Vulnerability Policy

### **1.5 Equalities**

As a public body, we will:

- have due regard to the Public Sector Equality Duty (s.149, Equality Act 2010) in managing our tenancies
- comply with our wider legal duties under the Equality Act 2010 and other relevant legislation
- comply with human rights and public law principles in making relevant decisions under this policy, e.g. proportionality

This policy has been subjected to a full Equalities Impact Assessment.

### **1.6 Service Standards**

The following Service Standards are associated with this policy:

- Customer Service Standard
- Tenancy Management and Support
- Allocations and Lettings
- The Moving-In Standard

These Service Standards explain the level of service we will provide in each of these areas, including timescales for responding to service requests and enquiries.

## **SECTION TWO: TENANCY SUSTAINMENT AND SUPPORT**

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### **2.1 Our commitment**

We are committed to sustaining tenancies and reducing homelessness. We will:

- Discuss any support needs with new tenants and any involved agencies before sign-up
- Offer access to independent advice and support to tenants during their occupation
- Work with host boroughs and partner agencies to support tenants who require help, with the aim of enabling them to manage their tenancy and home
- Treat tenants fairly and be sensitive to any vulnerabilities or support needs they may have when applying this policy, and whenever we are in contact with them

### **2.2 Providing support to tenants**

We operate a tenancy support service, and we will refer tenants for assistance if they request this, or we identify that they have vulnerabilities or needs which affect their welfare or their ability to manage their affairs.

We may refer tenants to external support agencies depending on the circumstances, with their consent.

### **2.3 Safeguarding**

The City Corporation's overall approach is set out in our corporate safeguarding policy and overseen by the City and Hackney Safeguarding Children Partnership and the City and Hackney Safeguarding Adults Board.

We will work with partner agencies and professionals to address any identified safeguarding concerns, including abuse, self-neglect and hoarding.

### **2.4 Domestic Abuse**

We will work with other agencies to provide support to residents who report domestic abuse to us, to help manage risks and ensure that the victim/survivor is aware of their housing options. Our approach is outlined in our Domestic Abuse Policy.

## **SECTION THREE: GRANTING TENANCIES**

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### **3.1 Allocations Scheme**

Our housing is let in accordance with our [Allocations Scheme](#).

### **3.2 Policy on types of Tenancy Granted**

#### **(i) New tenants**

It is our policy to grant Introductory Tenancies to all new tenants. This is a form of probationary Secure tenancy under the Housing Act 1996. This becomes a full Secure tenancy once the probationary period has ended, unless we take steps to terminate the tenancy or if the introductory tenancy is extended for a fixed period. Please refer to the [Introductory Tenancies Policy](#) for more details.

Our Secure tenancies are granted on a lifetime basis. We do not grant Flexible Secure Tenancies.

#### **(ii) Existing Tenants**

Existing City Corporation tenants, or those who already hold a Secure tenancy and transfer to one of our homes, will be granted a Secure tenancy (Housing Act 1985).

#### **(iii) City of London and Gresham Almshouses**

Occupants of these properties are granted a Licence to Occupy, not a tenancy, in accordance with the objects of the respective charitable settlements.

### **3.3 Sole Tenancies**

A sole tenancy is where one member of the household signs the tenancy and is responsible for ensuring the household fulfils the responsibilities set out within the tenancy agreement.

### **3.4 Joint Tenancies**

A joint tenancy is held by two people and all joint tenants have all the rights, and must comply with all the obligations, of the tenancy agreement (this is known as being "jointly

and severally liable"). The tenancy agreement is the same for joint tenants as it is for sole tenants and each tenant must sign the agreement.

For example:

- both joint tenants owe all of the rent, not 50% each, and are responsible for meeting that rent for as long as they remain a joint tenant, even if they have vacated the property
- a breach of tenancy by one is the responsibility of all the tenants.
- The joint tenants have equal rights of occupation and can only be excluded or evicted by Court Order

Legally, a joint tenant can usually serve a notice to end a joint tenancy even without the knowledge or consent the other joint tenant. The tenancy will come to an end and both tenants will have to move out.

### **3.5 Joint Applications for Housing**

Where a joint application for housing is made, we will grant a joint tenancy. Joint tenancies will only be granted to:

- married couples
- civil partners
- cohabiting partners

Inter-generational joint tenancies (e.g., parent and child) and joint tenancies between siblings will not be granted. This approach is adopted as conflict may arise in future when lifestyles and needs change.

## **SECTION FOUR: MANAGING TENANCY CONDITIONS**

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### **4.1 Access**

Access should be allowed for the City Corporation's employees or contractors acting on behalf of the City Corporation at reasonable times and subject to reasonable notice to inspect the condition of your home or to carry out repairs, improvements or other works to your home or adjoining property. We will normally give at least 24 hours' notice, but more immediate access may be required in an emergency, for example, fire, flooding, gas leak, infestation, safeguarding issues or serious risks to residents. These examples are not exhaustive. We reserve the right to recover from you the costs of any abortive appointment for access.

### **4.2 Monitoring Tenancies and the Condition of Our Properties**

Effective tenancy management is necessary to ensure our tenants can live comfortably in their homes. We expect that tenants will always maintain their homes in a reasonable condition in accordance with their tenancy agreement.

We will carry out periodic tenancy visits to assess the condition of the property, ensure it is being occupied lawfully and the tenant is complying with the terms of the tenancy agreement. Visits to verify occupation, sometimes called 'tenancy audits', may be unannounced.

We will monitor compliance with our tenancy agreements and take appropriate action to resolve any breaches effectively.

Particular attention will be paid to:

- How many people appear to be living in the property, and where relevant, whether we have been given prior notice or consent
- Whether the property and any garden or outdoor space is in repair, and in a clean and tidy condition
- Any safety issues such as damp and mould, or fire risks
- Whether there have been any alterations, improvements or changes without consent
- Whether any other tenancy condition appears to have been breached

### **4.3 Absence from Home**

We recognise that tenants may be away from their homes for an extended period for several reasons. A tenant must live in their property as their only or main home and must notify us if they are going to be away from their property for more than three months, including the dates of their absence and the name and contact details of a nominated key holder (in case of emergencies). The tenant must ask our permission to appoint a caretaker - permission will not be unreasonably withheld.

### **4.4 Subletting**

Subletting is the act of allowing someone else to live in the property in return for rent. The sub-tenant has exclusive use of part of the property.

Subletting the whole or part of your home is not permitted under the terms of our standard Tenancy Agreement. You must not advertise or let your home, or any portion of your home on short-term rental platforms (e.g., Airbnb or similar services) or engage in any short-term subletting arrangements.

It is a criminal offence to sub-let or part with possession of the whole of a property to someone else and a tenant can be prosecuted for this. In addition, any security of tenure will be lost and cannot be regained.

### **4.6 Lodgers**

With our written permission tenants may allow lodgers to live with them while they remain in occupation. They must not allow the property to become overcrowded or part with possession of the whole or part of the property. The tenant is responsible for the lodger's behaviour while they live in the property.

Introductory tenants may not take in a lodger.

Taking in lodgers is not permitted in Sheltered accommodation.

### **4.7 Overcrowding**

Tenants must not allow their homes to become overcrowded, for example by taking in paying or non-paying guests. The maximum number of occupants permitted is shown on the Tenancy Agreement.

We will provide housing advice under our Allocations Scheme to tenants whose properties become overcrowded due to family growth.

#### **4.8 Running a Business from Home**

Tenants must not run a business from their home without obtaining prior written permission from us. Permission is discretionary and may be conditional. Permission can be revoked at any time and for any reason, but reasons for refusing permission or revoking permission can include:

- The business not being suitable for a residential area
- Where the business activity is likely to amount to, or lead to, a breach of other terms of the tenancy
- Where the business causes or is likely to cause a nuisance or annoyance to anyone living, working or visiting the neighbourhood of the property
- Where the business causes or is likely to cause excess wear and tear or damage to the property or its fixtures and fittings
- Issues with tenancy conduct

## **SECTION FIVE: TENANCY CHANGES**

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### **5.1 Changes to Household**

The tenant is responsible for telling us when there are changes to their household. This includes:

- persons moving in or out
- changes to the number of children in the household
- changes to the tenant's contact details
- household support needs or vulnerabilities

### **5.2 Name Changes**

Tenants who change their name will need to provide evidence of the change before their tenancy agreement and housing records can be updated. We will accept the following documents as evidence:

- Government issued documents such as Passport or Driving licence
- Certificate of marriage, civil partnership or divorce/dissolution
- Confirmation from the High Court if the change is via Deed Poll

### **5.3 Changing a Sole Tenancy to a Joint Tenancy**

It is not legally possible to "add" a joint tenant onto an existing sole tenancy. The creation of a joint tenancy takes effect as the surrender of the sole tenancy and the immediate re-granting of a joint tenancy. This is a new tenancy, and a new rent charge may be payable, which may be higher.

Where a request is received to create a joint tenancy, we will consider the request carefully. Both parties to the proposed joint tenancy will be interviewed separately to ensure they are equally willing to enter into the joint tenancy.

We are not required to consent to a surrender and re-grant from sole to joint tenancy. Reasons for refusal include (but are not limited to) if:

- There has been a previous succession to the tenancy or an assignment to a potential successor
- There are outstanding rent arrears or other debts owed to us
- There is legal action being taken against the property including, but not limited to, a notice seeking possession has been served, an injunction is in force, a possession claim has been issued, or a suspended possession order is in force
- The property would become overcrowded or under occupied
- The proposed joint tenant would not qualify for an allocation of social housing

The sole tenant should fully investigate all the advantages and disadvantages and is advised to seek independent legal advice before deciding to make a request for another person to be added to a tenancy.

Some things to bear in mind include:

- each joint tenant is equal, and it makes no difference that one of them was a sole tenant of the property before the joint tenancy was created.
- creating a joint tenancy can affect any (if any) succession rights.
- either joint tenant can end the whole of the joint tenancy by giving a Notice to Quit to the landlord, they do not need the consent or agreement of the other joint tenant to do this and this can mean that the joint tenant not ending the tenancy could lose their home.
- while it is easy to create a joint tenancy, this cannot simply be “converted” back into a sole tenancy without a Court Order, for example upon relationship breakdown

#### **5.4 Succession**

Succession allows the tenancy to be passed on to certain qualifying people when the tenant dies. The successor is granted a continuation of an existing tenancy, not a new tenancy.

The law allows only one statutory succession to each tenancy. On the death of the tenant there can be no further right of succession where the deceased tenant was a successor. The deceased tenant is classed as a successor where they:

- became the tenant by succession or survivorship
- became the tenant by court order and the previous tenant was a successor
- were assigned the tenancy as a potential successor

Where there is more than one person qualified to succeed, the tenant’s spouse or civil partner is to have priority. If there are two or more family members entitled to succeed, then they must agree between them which one is to be the successor because only one person can succeed. The law does not allow joint succession.

The law dictates who can succeed a tenancy and the rules differ depending on when the tenancy was granted.

#### **Tenancies Commencing Before 1st April 2012**

The tenant’s spouse or civil partner succeeds if they live in the property as their main home when the tenant dies.

Where there is no spouse or civil partner, a cohabitee or another family member can succeed if they were living with the tenant as their main home when the tenant dies and for 12 months before that.

Where there is more than one family member who is entitled to succeed, only one can succeed to the tenancy. If the family members cannot agree, the landlord decides which family member succeeds.

Family members are defined as parents, grandparents, children, grandchildren, siblings, uncles, aunts, nieces, nephews and partner.

### **Tenancies Commencing on or After 1st April 2012**

The law allows one statutory succession to a spouse, civil partner or cohabitee of the deceased tenant, who was living in the property as their main home at the time of the tenant's death.

Where there is no spouse, civil partner or cohabitee, succession to another family member can only occur if there is a clause in the tenancy agreement which allows for this.

For all tenancies granted on or after 1 April 2012 the law allows one statutory succession to a spouse or civil partner of the deceased tenant, who was living in the property as their main home at the time of the tenant's death. Cohabiting partners who were living together as if they were married or civil partners will be treated as a spouse. The statutory right of succession of a member of the family has been removed.

Government regulations are currently being drafted which are expected to require all successions to be treated as per 'Tenancies that Started on or After 1st April 2012'. This policy will be updated should the situation change.

### **5.5 Survivorship (Death of a Joint Tenant)**

When a joint tenant dies, the remaining joint tenant succeeds the tenancy. This is called 'survivorship' and takes effect automatically. This counts as a succession for the purposes of the Housing Act 1985 and no further succession is possible beyond this.

If the surviving joint tenant is not in occupation, they still succeed the tenancy. In these circumstances, we will serve a notice on the absent joint tenant to end the tenancy due to them not occupying the property as their sole or principal home.

### **5.6 Discretionary Succession**

Upon the death of a tenant, where there is no remaining right of succession, we will seek to recover the property from any remaining occupiers. In exceptional circumstances, we may grant a discretionary succession, provided the following criteria are met:

- The person applying to succeed would have been entitled to do so but for a succession having already taken place
- The applicant qualifies and is eligible for social housing under the relevant Regulations and our Allocations Scheme (including limits on savings and household income)
- The applicant meets the criteria for reasonable preference under the Housing Act 1996, in accordance with our Allocations Scheme



In these situations, we will request information from the applicant about their circumstances before making a decision.

## **5.7 Assignment**

### ***Assignment by Tenant***

Sometimes, tenancies can be transferred to another person. We will only permit assignments to:

- Someone who is entitled under statute to succeed to the tenancy
- Where it has been ordered by the court in family or matrimonial proceedings
- Where there is a mutual exchange (for secure tenancies only)
- Where the tenancy agreement allows assignments
- Where the property has been their main or principal home for at least one year and is legally entitled to succeed to the tenancy.

Assignment is not possible under any other circumstances. It should be noted that:

- It is not legally possible for one joint tenant to assign their tenancy to the remaining joint tenant (to create a sole tenancy).
- Assignment counts as a succession and only one succession is permitted (please see above).
- The person assigning the tenancy must not remain in the property after the assignment and must not be transferring to another City of London property.
- A sole tenancy cannot be assigned to two people as a joint tenancy

### ***Assignment by Court Order***

A tenancy can be assigned by Court Order in several circumstances, most commonly in family law proceedings.

Where a Court Order is received, the assignment decreed by the court must be accepted by the City of London, no assessment of the suitability of the property may be carried out. The signing of a Deed of Assignment is not required as the Court Order itself implements the assignment. The date of assignment is effective from the date specified by the court.

## **SECTION SIX: ENDING A TENANCY**

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### **6.1 Tenancy Termination**

Tenancies can be terminated in several ways:

- by the landlord, normally through the courts granting and enforcing a possession order
- by the tenant
- or by agreement between the landlord and tenant

### **6.2 Termination by the Landlord**

#### **Secure tenancies**

Housing Act 1985 Secure tenancies have security of tenure, which means that we cannot repossess the property unless:

- we rely on one or more of the grounds for possession listed in the Housing Act 1985
- we serve a valid notice on the tenant, or the court agrees to dispense with service
- we obtain a Possession Order and Warrant for Possession

We will seek possession when a tenant has breached the terms of their tenancy, there is evidence to prove this, and it is both reasonable and proportionate to do so in the circumstances.

### **Introductory Tenancies**

Introductory Tenancies under the Housing Act 1996 do not have security of tenure, however tenants benefit from the same protections from unlawful eviction as any other residential occupiers.

We will manage Introductory Tenancies in accordance with our policy on Introductory Tenancies.

If we intend to terminate a tenancy during the Introductory period, we will serve the required notice, advise the tenant of their rights and follow the statutory appeals process. If the tenancy is terminated and the tenant remains in occupation, we will seek possession through the County Court.

### **6.3 Loss of security of tenure**

Where an occupier does not have security of tenure, for example if they have ceased to occupy the property as their sole or principal home, or by subletting or parting with possession of the property, we may legally serve a 'notice to quit' to end the tenancy. Notices to quit normally give the occupier 28 days to give up possession. If anyone remains in occupation, we will issue possession proceedings.

### **6.4 Termination by the Tenant**

A tenant can surrender their tenancy back to us. Normally we will require written notice to be completed giving us four weeks' notice and the return of the keys.

If a tenant has been offered a transfer to an alternative City of London property through our Allocations Scheme, a minimum of one week's notice would be accepted. If this alternative property is with an external provider we would expect 28 days' notice

A joint tenant can usually serve a notice to end a joint tenancy even without the knowledge or consent the other joint tenant. Once served, a tenant's notice cannot be revoked and the tenancy will come to an end.

If the tenant does not vacate or give the property back with vacant possession, we will issue possession proceedings in the court to take back possession.

### **6.5 Death of the Tenant**

Where a tenant dies and there is no-one who can succeed to the tenancy, the tenancy does not end automatically, however it does cease to have security of tenure. We will end the periodic non-secure tenancy by serving a notice to quit on the personal

representatives/executors of the deceased (if any) and/or the Public Trustee, unless the personal representatives/executors serve us with a notice to terminate and clear the property, surrendering or giving up the tenancy.

Rent remains payable by the estate of the deceased during the notice period, and thereafter use and occupation charges equivalent to the rent are payable by the estate until the property is cleared and given back to us, or a court possession order is enforced (whichever is the latter).

Further information around charges during the notice period is available in the Rents Policy.

Where persons are left in occupation of the property and they do not have a right to succeed, once the notice to quit served on the deceased's estate has expired, we will issue possession proceedings to regain possession and evict the occupiers (pending the outcome of any discretionary succession application if one is made).

Use and occupation charges will be payable, equivalent to rent from the date of the expiry of the notice to quit until possession is given up.

## **6.6 Abandonment**

We occasionally become aware of properties which have potentially been abandoned by the tenant without notice being served to terminate their tenancy. In this situation, we will carry out reasonable enquiries to establish the circumstances and will attempt to trace the tenant to discuss their intentions.

If a tenant has not served a notice to terminate, but has abandoned the property, they will lose security of tenure which means that we can serve a notice to quit, which will end the non-secure tenancy.

If we are satisfied that the tenant is not going to return, we will take steps to take back possession of the property. The tenant remains liable for rent until possession is regained or otherwise surrendered.

Any possessions left in the property when we take the property back will be handled in accordance with our Disposal of Personal Property Policy.

## **6.7 Ending a Joint Tenancy**

Either joint tenant can (acting on their own) end the whole of the joint tenancy by giving a valid notice to quit to the landlord. If this happens all parties will probably have to move out of the home.

Unless a joint tenant dies it is only possible for a joint tenant to be removed from a joint tenancy by a Court Order. **The Corporation cannot obtain such a Court Order; it is up to the party wanting to be removed (or wanting another to be removed) to seek their own legal advice.**

This means that even if a joint tenant moves out, they are still liable for the rent and other tenancy matters in just the same manner as if they had continued to live there. They will still be classed as having a tenancy of social housing, so may not be able to obtain another social housing tenancy elsewhere, and would also have the legal right to move back in.

In cases of domestic abuse or other criminal behaviour being caused by one joint tenant against the other, and the victim wishes for the other joint tenant to leave the home, we will refer them to advice agencies who can assist them to obtain the necessary legal help and take the necessary action to obtain a Court Order. Please refer to the Domestic Abuse Policy for more details.

## **SECTION SEVEN: LEGISLATION AND REGULATION**

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### **7.1 Legislation**

The following legislation is relevant to the operation of this policy (not an exhaustive list):

- Antisocial Behaviour, Crime and Policing Act 2014
- Civil Partnership Act 2004
- Equality Act 2010
- Housing Act 1985
- Housing Act 1996
- Human Rights Act 1998
- Landlord and Tenant Act 1985
- Localism Act 2011
- Matrimonial Causes Act 1973
- Matrimonial and Family Proceedings Act 1984
- Protection from Eviction Act 1977

### **7.2 Regulation**

The following regulatory standards are relevant to this policy:

- Home Standard
- Neighbourhood and Community Standard
- Tenancy Standard

## **SECTION EIGHT: POLICY MANAGEMENT**

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### **8.1 Policy Exceptions**

In exceptional circumstances, we may consider making a variation to this policy in an individual case. We will explain our reasons for making an exception and our reasoning can be provided to the affected parties on request.

### **8.2 Monitoring and Performance**

We will monitor our use of this policy and the way in which it is implemented, ensuring that any relevant information is reported at appropriate intervals.

### **8.3 Training**

We will provide all staff responsible for implementing this policy with comprehensive training as required.

#### **8.4 Accessibility**

We will ensure that tenants' needs are considered when implementing this Policy to ensure that they are treated fairly. We will make appropriate arrangements to ensure that customers with distinct communication needs are not unreasonably and disproportionately affected. This could involve providing communications in alternative languages or formats or providing interpretation or transcription as appropriate.

#### **8.5 Data Protection and Information Exchange**

We will comply with our obligations under relevant data protection legislation and regulations. We will process and store personal information securely.


There are some circumstances in which we are required by law to disclose information given to us, e.g., in safeguarding matters. We will discuss this with the person involved wherever possible.

#### **8.6 Policy Review**

We will review this policy at least every three years, or following relevant changes to legislation, regulation or policy.

#### **8.7 Related documents**

- Tenants' Agreement and Handbook

|   |   |
|---|---|
| <p><b>Department of Community &amp; Children’s Services</b></p> <p><b>Housing Service</b></p>                   |  |
| <p><b>Policy Title: Tenancy Management</b></p>  |   |
| <p><b>Document Owner: Head of Housing Management</b></p>  |   |
| <p><b>Date Approved:</b></p> <ul style="list-style-type: none"> <li>• 15/05/2025 (v1 - this version)</li> </ul> |   |
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| <p><b>Effective date:</b></p>   | <p><b>Next review date: 15/05/2028</b></p>  |
| <p><b>Changes:</b></p> <ul style="list-style-type: none"> <li>• New Policy</li> </ul>                           |   |



Appendix 3  
**City of London Corporation**  
**Department of Community & Children's Services**  
**Housing Service**

**VULNERABILITY POLICY**

|                                |   |
|--------------------------------|---|
| <b>Approved by:</b>            | <b><i>Housing Management &amp; Almshouses Sub-Committee</i></b> |
| <b>Original Approval Date:</b> |   |
| <b>Review Date:</b>            |   |
| <b>Re-Approval Date</b>        | -   |
| <b>Next Review Date</b>        | <b><i>**3 years from re-approval**</i></b>                      |

**12. Purpose**

As a social housing provider, we will take action to deliver fair and equitable outcomes for our residents. This policy sets out the Housing Service's commitment to assist vulnerable residents, ensuring that they can access our services and where applicable receive the support they need to sustain their tenancy.

We will focus on achieving a high standard of customer care and adopting a person-centric approach to service delivery for all, regardless of any vulnerabilities.

This policy supplements our equality and diversity and safeguarding policies and procedures.

**13. Scope**

The policy is tenure neutral and applies to all residents, prospective residents and their household members on our Housing Revenue Account (HRA) estates and in our City of London and Greham Almshouses.

This policy focuses on residents who are vulnerable but have capacity to make their own decisions. Where a resident has been assessed as lacking, or believed to lack, capacity to make decisions we will work with their appointed representative as set out in Section 6.4.

## **14. Legislation**

We have a legal duty under the Equality Act 2010 to “advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it”. However, we recognise that resident vulnerability can arise for reasons other than the characteristics protected under legislation.

The Regulator of Social Housing’s Transparency, Influence and Accountability Standard Consumer Standard requires housing providers to “treat tenants and prospective tenants with fairness and respect” and “understand the diverse needs of tenants, including those arising from protected characteristics, language barriers and additional support needs”, with a specific expectation that providers will “demonstrate how they respond to tenants’ needs in the way they provide services and communicate with tenants” The importance of accessible and appropriate information and communication is also emphasised.

The Housing Ombudsman Complaints Handling Code 2024 states that landlords must be flexible and agile and able to adapt core services to better meet the needs of residents, without stigma or marginalisation. Effective communication is seen as critical in maintaining positive relationships, and landlords should move to a ‘human centric’ model of service provision.

## **15. Aims**

As a responsible social landlord, a key objective is to ensure that all residents can access our services including any support required to sustain their tenancy. This policy outlines how we will:

- Use available information and contact points to help identify vulnerabilities and establish the best course of action to meet their needs
- Record details of vulnerabilities where it is appropriate to do so and highlight actions required on our housing management systems to ensure consistency of services
- Record any known representatives who have authority to act on a resident’s behalf including where power of attorney is in place
- Adopt a personalised approach to ensure residents can access services in a way that works for them and their individual circumstances
- Refer residents to other services and use onward referrals and signposting where appropriate
- Make safeguarding referrals in line with our safeguarding policy
- Work with our tenants and leaseholders to identify service improvements to enable us to better meet the diverse needs of our residents

## **16. Defining Vulnerability**

Vulnerability can be defined as a dynamic state which can arise from a combination of individual circumstances, characteristics and external factors.

Vulnerability can be permanent or temporary and can often be multidimensional. No group of people is inherently vulnerable, it can occur at different points in a person’s life, for instance for a temporary period following a bereavement. Or it may be a



permanent health condition which requires us to personalise our services in a specific way.

Vulnerabilities may put someone at risk of harm, being unable to comply with the terms of their tenancy agreement or access our housing services.

Everyone experiences vulnerability differently; therefore, this policy outlines our person-centred approach to meeting the individual needs of our residents. This definition does not replace statutory definitions, for example in homelessness legislation.

The factors used to define vulnerabilities are outlined in Appendix 1.

## **17. Policy Statement**

### **6.1 Our approach**

The Housing Ombudsman has stated that landlords should consider the '3R's' of recognise, respond and record in their vulnerability policies. Using these '3R's' has helped us shape the approach we will adopt:

- Recognise – identifying and understanding resident vulnerabilities
- Record – keeping accurate data of known resident vulnerabilities
- Respond - adopting a person-centred approach to meeting our residents' needs

### **6.2 Recognising vulnerabilities**

Staff will receive training to recognise potential signs of vulnerability such as:

- Being the perpetrator of antisocial behaviour due to mental health issues
- Being the victim of antisocial behaviour, harassment, domestic abuse or crime
- Hoarding, self-neglect or other behaviour which results in a person's home or garden becoming neglected or damaged
- Failing to maintain the conditions of tenancy such as regular rent payments
- Not allowing access for essential and routine maintenance, e.g. gas and electric safety checks.

Employees also receive additional training relevant to their role including:

- Equality and diversity training
- Safeguarding training
- Conflict management training
- Customer care
- Mental health
- Neurodiversity

We will use different contact points to identify vulnerabilities including:

- Residents telling us they are vulnerable when they apply for a home or at any time by making a self-referral.
- Any colleague carrying out housing management activities and has contact with a resident in-person, on the phone or through any other channel of communication.
- Contractors working on behalf of the Housing Service
- From relatives, care givers and advocates
- Via a referral from an external agency or organisation e.g. support agency or police

### **6.3 Recording vulnerabilities**

We will record resident details on the records within our housing management system to enable us to meet individual needs. This includes any support, communication or access needs, and where anyone other than the tenant is authorised to speak to us on the tenant's behalf.

We will share relevant information across appropriate services to support consistency of service. This is to ensure that when any contact with a resident is made, there is a record of the actions required to enable the member of staff to act accordingly to meet individual needs. We will work collaboratively with residents to ensure that the actions we take result in a positive outcome.

Safeguarding concerns will be raised in line with our Safeguarding policy and procedure which set out how we ensure that the relevant partner agencies such as social care are notified when we have a concern.

#### **6.4 Responding to vulnerabilities Communication**

When new tenants sign up for a tenancy, they will be asked about communication preferences and to provide a secondary contact in case of emergency. There will be opportunities throughout the tenancy to update communication preferences through contact with housing staff and home tenancy visits. Residents can get in touch with us through a variety of methods to let us know about their communication preferences at any time.

We aim to provide accessible services and information to meet the diverse needs of our residents. We regularly review the information we provide and how we provide it, and work with tenants to improve the accessibility of our services and information. We have developed a set of service standards for communication to be used across the service to inform how we communicate and share information with our residents. The standards include the importance of avoiding jargon and abbreviations, providing information in the correct format, and considering preferences and needs. Documents can be made available in other languages, Braille, large print and audio tape and all staff will provide assistance to complete forms where required.

#### **Representatives and advocates**

Residents can choose to appoint a relative, friend or other representative such as an advocate or local ward member to be able to speak to us and act on their behalf in relation to services including:

- Their rent account including any rent arrears
- Council tax
- Another part of the housing service such as tenancy support
- A housing application
- Reporting a complaint on their behalf

Residents can also choose to have their correspondence sent to their appointed person, subject to meeting data protection requirements.

#### **Capacity**

If we are notified that a resident lacks capacity, in line with the Mental Capacity Act 2005, we will liaise with those who have legal authority to act on their behalf. That might be a representative who has /or is:

- Lasting power of attorney
- Deputyship Order from the Court of Protection
- Litigation friend appointed in court proceedings.
- Appointee appointed by the Department of Work and pensions (DWP) to manage a person's benefits.
- Independent Mental Capacity Advocate

## **Adjustments to services**

Reasonable adjustment means a change to service provision which seeks to, as far as possible, remove any disadvantage faced by those with a protected characteristic or a vulnerability. Each of our service areas will consider any variation or adjustment that might be required and is appropriate in the circumstance to meet individual needs. This will vary by service, but some examples are:

- Allowing longer for a resident to answer the door
- Arranging a joint visit with a support worker/representative
- Having male/female only staff present when visiting or working in the home
- Visit in person to provide information or explain the content of a letter by telephone call
- Providing information in different formats
- Providing interpreting services
- Providing an assisted bidding service for Choice Based Lettings

## **6.5 Additional Support**

### **Priority Home Tenancy Visits**

Where a concern related to vulnerability is reported, a home tenancy visit will be prioritised where appropriate. Home tenancy visits provide an opportunity for our Resident Services Officers to visit tenants at home to discuss any issues. During the visit staff will:

- Check tenant and household details
- Check that the home is safe and identify any repairs
- Provide advice and support to help tenants to manage their tenancy
- Make onward referrals to other agencies and services if needed
- Make safeguarding referrals if needed

Staff work to understand residents' individual needs to provide person centred support to help tenants manage their tenancy and live in a safe home environment.

### **Tenancy Support**

Where someone is struggling to maintain their tenancy, they may be referred (with permission) to our Tenancy Support Officers. This specialist team works with tenants with more complex needs. This includes those who have:

- Physical and mental health needs
- Learning difficulties and disabilities
- Difficulty in maintaining their tenancy (e.g. first tenancy or rent arrears)
- Had to move away urgently because of an abusive situation
- The team can provide support with:
  - Claiming the correct benefits and accessing grants
  - Money and debt management
  - Accessing and signposting to other specialist agencies
  - Aids and adaptations
  - Improving health and wellbeing

The nature of the assistance provided will be personalised based on the individual needs of the tenant or household.

### **Housing Benefit and the Council Tax Reduction Scheme**

Universal Credit has replaced Housing Benefit for most working age people who need help paying their rent. You can make a claim for Council Tax Reduction if you are liable to pay council tax to the City Corporation. If you pay rent to the City Corporation but

live outside the Square Mile, your claim for the council tax reduction scheme must be made to the council for the area in which you live.

Resident Services Officers will liaise with the Tenancy Support and Income team to help support tenants to access benefits that they are entitled to throughout their tenancy. Tenants can also contact this service directly to request advice and support.

### **Adaptations**

An adaptation is an alteration or addition to any aspect of a home to make it easier or safer for use by a disabled person. A disabled person, as defined by the Equality Act 2010, is a person: “that has a physical or mental impairment that has a “substantial” and “long term” negative effect on your ability to do normal daily activities.

Our Aid and Adaptations Policy sets out how we provide adaptations to help residents continue to live independently in their home.

### **Referrals and signposting**

Our housing teams will make referrals to external agencies and signpost on to other services. Where required we will work with partner organisations to meet resident needs. We fully recognise the need to work with specialist services and we actively aim to build and maintain links with these partners. We will always aim to seek consent before referring a resident or their household member to a partner agency. Where consent has not been given, each case will be assessed on its own merits, but we may still consider that a referral is necessary in certain circumstances.

We will ensure that we proactively attend and participate in key multi-agency meetings to ensure we have strong and relevant local connections. We regularly attend multi-agency forums such as MARAC, housing partnership meetings. Where we have a particular concern relating to vulnerabilities, we may coordinate a multi-agency case conference, to ensure a coordinated community approach.

## **18. Safeguarding children and vulnerable adults**

City of London has a duty to protect children and vulnerable adults. Where it is brought to the attention of staff or contractors working with the Housing Service that a child or adult may be at risk, staff will refer to the Safeguarding Policy – protecting children and adults at risk. When and if appropriate, we will signpost or refer cases to the relevant local authority or other agencies.

## **19. Training**

All colleagues working with residents will be made aware of this policy so they are able to recognise potential signs of vulnerability. The training will equip colleagues with the skills needed to meet the requirements of this policy and to make informed referrals

## **20. Monitoring and Review**

Our delivery of the Vulnerability Policy will be monitored on an ongoing basis through line management of relevant staff. This will allow us to review the services we provide and help us identify whether there are any wider steps that we can take to improve our services.

The effectiveness and outcomes of this policy will also be reviewed through feedback from satisfaction surveys completed, complaints and any other sources where resident vulnerability information has been captured. Feedback will be used to shape and steer the next review of the policy

## **21. Related documents**

- Safeguarding Policy
- Equalities and Diversity Policy
- Complaints Policy
- Data Protection Policy
- Reasonable Adjustments Policy
- Domestic Abuse Policy
- Aids and Adaptations Policy
- Allocations & Lettings Policy
- Anti-social Behaviour Policy
- Repairs & Maintenance Policy
- Customer Service Standards

## **22. Equalities**

This policy has been subject to a full Equalities Analysis and will be implemented in accordance with our responsibilities and duties under relevant legislation, including the Equalities Act 2010.

## **23. Data Protection**

We will comply with our obligations under relevant data protection legislation and regulations. We will process and store personal information securely.


Information relating to vulnerabilities is regarded as sensitive personal data. Our Data Protection Policy outlines how we protect the personal data we hold, and meet the requirements of the UK General Data Protection Regulation and the Data Protection Act 2018.

It is policy that all employees are responsible for managing information in accordance with the Data Protection Policy and implement appropriate practices, measures, controls and training to ensure compliance.

## **24. Exceptions**

We may make an exception to the approach outlined in this policy if the circumstances require it and it is reasonable to do so. Our reasoning can be provided to the affected parties on request.

## 25. Document Management

|   |   |
|---|---|
| <b>Department of Community &amp; Children’s Services</b><br><b>Housing Service</b>                      |  |
| <b>Policy Title: Vulnerability</b>  |   |
| <b>Document Owner: Head of Housing Management</b>   |   |
| <b>Date Approved:</b> <ul style="list-style-type: none"><li>• 150/05/2025 – v1 (this version)</li></ul> |   |
| <b>Version:</b>   | <b>Last amendment:</b>  |
| <b>Effective date:</b>  | <b>Next review date:</b>  |
| <b>Changes:</b> <ul style="list-style-type: none"><li>• n/a – new policy</li><li>•</li></ul>            |   |

## APPENDIX 1

### **FACTORS IN DEFINING VULNERABILITY**

The categories below do not list every possible factor as the whole spectrum of who could be regarded as vulnerable at any point in time is wide, but these are the more common factors to take into consideration when considering a resident's state of vulnerability.

**Factor 1 Underlying characteristic** (people in these groups may not always require additional support just because of this characteristic)

- Older people (particularly those 75 years or older)
- 16 – 21-year-olds
- Very young children and babies (particularly those 2 years old or under)
- Disabled people
- Care leavers
- Lone parents under 21 years old
- Refugees or asylum seekers
- Carers
- Families with disabled children
- Ex service personnel
- Those living with a terminal illness

**Factor 2 Ability to act, engage and cope –** (people may lack ability because of having one or more of these factors)

- Learning disability
- Mental illness
- Autism Spectrum Disorder
- Permanently impaired mobility or frailness
- Chronic, debilitating health conditions
- Addiction/serious substance or alcohol abuse
- Low level of literacy
- Low or no English language skills
- Age related conditions that impact on independent living

**Factor 3 Exceptional life event** (people may not have factors 1 and 2 but may have recently experienced an exceptional or traumatic event and so may be vulnerable at this point in time)

- Recent history of street homelessness
- Recently moved from supported accommodation to independent living
- Bereavement following the death of a partner, child, or other close relationship
- Having recently left care as a young person
- Sexual or racist abuse or serious harassment or other hate crime
- Recent experience of domestic violence
- Living in or recently left a refuge or homeless persons' hostel
- Recently discharged from hospital or other institutional care
- Periods of sustained physical or mental illness at home
- Multiple debts and unable to meet basic needs e.g. fuel or food poverty
- Pregnant women
- Recently given birth, still born or miscarried
- Recently released from prison after a custodial sentence
- Families with children excluded from school
- Ex-service personnel returning from area of conflict







## Appendix 4

### City of London Corporation

#### Department of Community & Children's Services

#### Housing Service

#### Estate Parking & Storage Sheds Policy

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|                                |   |
|--------------------------------|---|
| <b>Approved by:</b>            | <b><i>Housing Management &amp; Almshouses Sub-Committee</i></b> |
| <b>Original Approval Date:</b> | <b><i>24/09/2018 (v.1)</i></b>                                  |
| <b>Review Date:</b>            | <b><i>24/09/2021</i></b>  |
| <b>Re-Approval Date:</b>       | <b><i>24/05/2021 (v.2)</i></b>                                  |
| <b>Review Date:</b>            | <b><i>24/05/2024</i></b>  |
| <b>Re-Approval Date:</b>       | <b><i>03/06/2024</i></b>  |
| <b>Review Date</b>             | <b><i>June 2027</i></b>   |
| <b>Re-Approval Date:</b>       | <b><i>15/05/2025 (v.4 – this version)</i></b>                   |
| <b>Review Date</b>             | <b><i>May 2028</i></b>  |

### 1. Introduction

The City of London's housing estates have parking spaces, garages, storage sheds and bike lockers for use by residents and members of the public. This policy outlines how we will allocate and manage these facilities.

### 2. Aims of this Policy

This policy aims to:

- Explain the type of facilities we have and their uses
- Describe how they will be allocated
- Give a general outline of some important conditions of use
- Explain how we will manage these facilities, with an emphasis on safety

### **3. Scope**

This policy applies to facilities on the City's Housing Revenue Account ("HRA") estates, or those managed as part of the HRA.

It applies to:

- Car parking spaces (both open and enclosed)
- Motorcycle parking bays
- Storage sheds
- Garages
- Bike stores and lockers

Please note that not all facilities are found on every estate.

### **4. Facilities Available**

#### ***Parking spaces and motorcycle bays***

Parking spaces for motor vehicles are available on many estates, as are designated spaces for motorcycles. Some spaces are assigned for use by disabled people only. Parking spaces may be in the open air, or enclosed behind security gates or barriers, for instance where they are situated beneath a residential building.

#### ***Garages***

Lock-up garages are available on some estates. These garages are intended to be used for securely parking motor vehicles. They are not intended for use as domestic or commercial storage e.g. storing furniture.

#### ***Sheds***

Storage sheds of various sizes are available on most estates. These are intended for the storage of domestic items only. Conditions are imposed to restrict the storage of certain items that may pose a hazard e.g. e-scooters and e-bikes.

#### ***Bike Lockers***

Some estates have individual bike lockers for the storage of pedal cycles, for which a charge is payable. These are distinct from communal bike storage facilities, which are free of charge.

### **5. Licence Agreements**

The use of all these facilities is governed by a Licence Agreement. This is essentially written permission from the City for the named user to have sole use of the facility in return for the weekly charge. Anyone wishing to use a facility will be required to sign a standard Licence Agreement. Refusal to sign this Agreement, or provide any supporting documents we request, will mean that we cannot offer them use of the facility.

The Licence Agreement contains various terms and conditions relating to the safe use of the facility, payment terms and termination.

The Licence Agreement is separate to any other agreement we have with the user (such as a tenancy or lease). The Licence Agreement (and use of a facility) cannot be transferred to anyone else.

These Agreements are bare licences only and are not intended to grant any rights over the facility or any other area owned or managed by us. The facilities do not form part of the right to buy.

## **6. General Conditions of Use**

We will carry out periodic audits of shed and parking facilities. The standard Licence Agreements will contain detailed terms and conditions governing the use and management of these facilities. The License Agreement is non-transferable and strictly prohibits use of the facility by a third party. This section outlines some important conditions and explains how we will manage certain common situations.

### ***i. Parking Spaces and Motorcycle Bays***

Parking is only allowed in designated areas on our estates. Parking spaces and motorcycle bays are intended as parking for motor vehicles/motorcycles only. Caravans, trailers, boats and similar items are not permitted. Vehicles parked outside designated parking areas will be treated as being parked without authorisation and are liable to enforcement action.

Vehicles must be:

- in a generally roadworthy condition (i.e. fit for use on the road and capable of being driven away safely under their own power)
- insured
- subject to a MOT certificate (unless an exception applies)
- taxed (unless an exception applies)

Some exceptions to road tax and MOT certificates apply to “historic vehicles” and vehicles under three years old. More information can be found at <https://www.gov.uk/browse/driving/vehicle-tax-mot-insurance>

For the purposes of this policy and subject to the exceptions mentioned above, a vehicle will be deemed unroadworthy if it is untaxed, uninsured or is not subject to a valid MOT.

For safety reasons, we do not allow long-term parking of vehicles which are subject to a Statutory Off-Road Notice (SORN). Once we become aware that a vehicle is declared off-road, we will require the keeper to get the vehicle back on the road or dispose of the vehicle. If, after reasonable notice has been given, the vehicle is still declared off-road, we will terminate the Licence Agreement.

### ***ii. Garages***

Garages are intended as secure parking spaces for motor vehicles only. The same conditions apply as for parking spaces/motorcycle bays above. For the avoidance of doubt, garages are not intended as general domestic or commercial storage facilities. If used in this way, the Licence Agreement is liable to termination.

Apart from a motor vehicle, only items relating to the use of the motor vehicle may be stored in the garage. Some exceptions apply, which are contained in the Licence Agreement.

### ***iii. Sheds***

Sheds are for use as domestic storage only. Hazardous, volatile or flammable items must not be stored in these sheds. This includes spare paint or varnish and white spirits and similar substances. E-bikes, e-scooters and motor vehicles (such as motor scooters or motorbikes) cannot be stored in these facilities.

### ***iv. Bike lockers***

These facilities are intended for the storage of pedal cycles only.

### ***v. E-bikes, E-scooters & Similar Devices***

E-Bikes / E-Scooters are powered by Lithium-Ion batteries which may be a potential fire risk if they are over-charged, over-heated, damaged or poorly manufactured. These devices are not to be charged or stored in any communal areas of buildings, sheds and garages.

You must follow the manufacturer's instructions for charging, storing and maintaining your device.

## **7. Who Can Apply?**

Garages, parking spaces, motorcycle bays and bike lockers are available to residents and non-residents. Storage sheds are for City of London tenants and leaseholders (and sub-tenants of leaseholders) and their households only.

## **8. Visitor Parking**

On some estates, parking bays are available for use by visitors to residential and commercial premises. Parking in these bays still requires a valid permit, which residents or commercial tenants can obtain from the relevant estate office. Proof of residence or trading on the estate will be required before a permit will be issued. Only Visitor Permits are valid in these bays.

## **9. Loading and Unloading**

Loading and unloading of vehicles on our estates is permitted in designated areas only. We allow 15 minutes' free parking for loading and unloading, beyond which a permit must be purchased from the estate office.

Area Managers have the discretion to make local exceptions to this general policy as circumstances demand.

## **10. Applications for Use**

Applications for parking, motorcycle bays and garages can be made online or by application form available from the relevant estate office.

Applications for sheds must be made via the relevant estate office.

## **11. Allocations**

Available facilities will be allocated on a first-come, first-served basis. Where demand for a specific type of facility exceeds the number of facilities available, applicants will be placed on a waiting list. These applicants will then be allocated facilities as they become available. See section 12 for more information.

Applicants will not be allocated a facility if they are in arrears on another facility, or their rent or service charge account at the time of allocation, though they will be given the opportunity to clear any arrears before the facility is offered to the next applicant on the list. See section 14 for more details.

We reserve the right to re-allocate facilities, or require users to change facilities, for operational reasons. We will attempt to give as much notice as possible but in urgent or exceptional situations, changes may be instituted with little or no notice.

Current users may apply to transfer to a different facility of the same type. If no suitable facility is available, they will be placed on a waiting list.

## **12. Waiting Lists**

When no facility is available on a specific estate, or a current user wishes to transfer to another facility but nothing suitable is available, a waiting list will be started. These waiting lists are specific to the type of facility applied for; priority on one list does not give priority on another.

Applicants will be entered onto the waiting list as of the date of their initial application for the facility. The resident's tenure and length of residence are irrelevant for the purposes of this policy and will not affect priority on the waiting list.

An applicant who is in arrears on another facility, or their rent or service charge account, will not be placed on the list until the arrears are cleared or a suitable arrangement is agreed for repayment.

Applicants who already have a facility of the same type applied for will not be entered onto the waiting list, out of fairness to other applicants.

City of London tenants and leaseholders (or sub-tenants of leaseholders) will have priority on the waiting list over non-resident applicants.

In exceptional cases, Estate Managers may allocate a facility to someone not on the waiting list or give someone increased priority if there is a justifiable reason for doing so (for example to make reasonable adjustments for a disabled user).

## **13. Charges and Payment**

A charge is payable for the use of all our estate facilities. This fee varies according to several factors, including location and market forces. It is set in accordance with our Rents and Charges Policy and the income goes to the Housing Revenue Account.

Payment must be made in accordance with the terms and conditions of the Licence Agreement. The preferred method of payment is Direct Debit, but we can accept payment by other methods including standing order and card payments over telephone or online.

We will send account statements on a quarterly basis by post to the correspondence address we have on file for the user. We reserve the right to change the frequency of these statements.

#### **14. Arrears and Debt**

Licence Agreements will be terminated if the account falls into arrears. We will write to the user to warn them of this prior to the account being terminated, giving them the chance to clear the account.

If an applicant is in arrears on another facility, or their rent or service charge account, they will not be allocated a facility, or entered onto the waiting list, until the arrears are paid, or an agreement is made for repayment with the relevant team.

Applicants who have other debts with the City at the time of application may also be refused a facility until the debt is repaid or a repayment arrangement is made.

#### **15. Changes to Relevant Information**

It is the user's responsibility to inform us as promptly as possible of any changes to relevant information such as:

- contact information or correspondence address
- a change of vehicle

#### **16. Insurance**

Users are responsible for insuring their belongings against loss or damage while they are kept in or on any facility on our estates. Any claims for loss or damage caused by any act or omission of the City's employees, agents or contractors must be made in accordance with our insurance claims procedure.

#### **17. Repairs**

The City is responsible for the maintenance of parking and storage facilities. Users are responsible for taking reasonable care of the facility while they are using it and they should report any repairs promptly, either via the repairs line or to the relevant estate office.

#### **18. Documentation**

Applicants for parking spaces and garages are required to provide the following information at the point of application and when changing their vehicle:

- Proof you keep the vehicle: (vehicle logbook ("V5C"), new keeper slip, hire/lease agreement or letter from employer if a company vehicle)
- Certificate of Insurance
- Proof of vehicle tax
- MOT certificate (if applicable)
- Photographic identification
- Proof of address (driving licence and vehicle logbook are both acceptable)

We may satisfy checks relating to the vehicle's MOT and vehicle tax status by using the service provided by the DVLA at [www.vehicleenquiry.service.gov.uk](http://www.vehicleenquiry.service.gov.uk).

Applicants for disabled parking spaces must also provide proof of eligibility, normally a Blue Badge or Red Badge.

We may request to see documents outside this process should we suspect that a breach of the Licence Agreement has occurred, such as a vehicle being uninsured or unroadworthy.

### **19. Parking Enforcement**

We operate a system of parking enforcement on our estates, which is intended to prevent unauthorised or improper use of the facilities and the inconvenience this can cause to residents. Users are responsible for ensuring that a valid permit is displayed clearly in their vehicle and that they park in the correct space. Damaged or lost permits must be reported to the estate office without delay. We are not responsible for any enforcement action taken because of the user failing to display a valid, legible permit. Users parking anywhere other than their allocated space risk having enforcement action taken against them. Misuse of parking facilities may also mean the licence agreement is terminated.

Parking enforcement on our estates is currently contracted out to a third party. We are unable to intervene in disputes between the contractor and car park users regarding whether a penalty notice was properly issued, unless this appears to have been due to an error on the City's part. Complaints about the contractor's conduct can be raised under the housing complaints procedure, or directly with the contractor.

### **20. Termination of Licence Agreements**

Licence Agreements for any facility can be terminated by either party in accordance with the terms and conditions described in the Agreement itself. One week's notice must be given in writing.

We will always attempt to serve written notice of termination. This may be by letter or e-mail. This will be sent to the last known correspondence address or e-mail address that we hold for the user.

### **21. Disposal of Property**

Any personal property removed from the facility when it is repossessed or removed from any facility or communal area as part of our estate management duties, will be dealt with in accordance with our Disposal of Personal Property Policy.

### **22. Disabled Parking**

We have designated disabled parking spaces on some of our estates. In situations where a disabled resident requires a parking space and there is no suitable space available to allocate, we will consider creating a new space for them if this is possible. This may be achieved by re-designating a standard parking space and changing the layout to meet the required specifications for disabled parking spaces or creating one in an area not currently used for parking if this is reasonable.

We offer a discount on parking facilities to drivers with a Blue or Red Badge.

### **23. Management of Empty Facilities**

All facilities form part of the City's estate. Empty facilities may be used for estate management purposes, until they are needed by a resident.

We will not reserve a facility for our own use if a resident applies to use it.

#### **24. Suspensions and Withdrawal from Use**

From time to time, we may suspend the use of facilities for operational reasons, for instance suspending parking to allow maintenance works or due to building work happening nearby.

We may also withdraw facilities from use completely if this is deemed to be necessary for estate management purposes, or if they are not considered to be fit for use.

We will give reasonable notice to affected residents when suspending or withdrawing facilities but in some emergency situations no notice may be given.

#### **25. Complaints**

Any complaints about the allocation and management of estate facilities will be dealt with under the housing complaints procedure.

#### **26. Health and Safety Matters**

We reserve the right to actively manage estate facilities to ensure that they are used in a safe manner. We have an inherent right to manage our estates and the Licence Agreements contain terms and conditions regarding safe use of these facilities. Breach of these terms and conditions will be treated seriously and may result in the Agreement being terminated by us.

We reserve the right to act to mitigate any risks that come to our attention, including by repossessing or accessing facilities without notice if we suspect that they are being used in an unsafe manner, for example to store hazardous substances.

In accordance with this policy, the Licence Agreement, our Estate Management Policy and the Fire Safety Protocol, we may remove items from any facility without notice if they are believed to present a hazard.

#### **27. Policy Exceptions**

In exceptional circumstances, we may consider making a variation to this policy. This will depend on the individual circumstances of the case. We will provide our reasoning in writing, if requested.

#### **28. Monitoring and Performance**

We will monitor our use of this policy and the way in which it is implemented, ensuring that any relevant information is reported at appropriate intervals.

#### **29. Training**

We will provide all staff responsible for implementing this policy with comprehensive training as required.

#### **30. Equality and Diversity**



This Policy has been subject to a full Equalities Analysis and will be implemented in accordance with our responsibilities and duties under relevant legislation, including the Equalities Act 2010.

### **31. Accessibility**

We will ensure that residents' needs are considered when implementing this Policy to ensure that they are treated fairly. We will make appropriate arrangements to ensure that customers with distinct communication needs are not unreasonably and disproportionately affected. This could involve providing communications in alternative languages or formats, or providing interpretation or transcription as appropriate.

### **32. Data Protection and Information Exchange**

We will comply with our obligations under relevant data protection legislation and regulations. We will process and store personal information securely.


### **33. Policy Review**

We will review this policy at least every three years, or following relevant changes to legislation, regulation or policy.

### **34. Related Documents**

- Disposal of Personal Property Policy
- Estate Management Policy
- Fire Safety Policy

### **35. Document Management**

|  |   |
|--|---|
| <b>Department of Community &amp; Children's Services</b><br><br><b>Housing Service</b> |  |
| <b>Policy Title: Estate Parking and Storage Sheds Policy</b>                           |   |
| <b>Document Owner: Head of Housing Management, DCCS</b>                                |   |

**Date Approved:**

- **24/9/2018 (original)**
- **24/05/2021 (version 2)**
- **03/06/2024 (version 3)**
- **15/05//2025 (version 4 – this version)**

**Version: 4**

**Last amendment: May 2025**

**Effective date: 24/09/2018**

**Next review date: May 2028**

**Changes:**

- **Clarification of responsibilities for both landlord and facility user.**
- **Policy updated with guidance on E-bikes, E-scooters & Similar Devices**



## Appendix 5

**City of London Corporation**  
**Department of Community & Children's Services**  
**Housing Service**

### REPAIRS & MAINTENANCE POLICY

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|                                |   |
|--------------------------------|---|
| <b>Approved by:</b>            | <b><i>Housing Management &amp; Almshouses Sub-Committee</i></b> |
| <b>Original Approval Date:</b> | <b><i>28 November 2024 (v.1)</i></b>                            |
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| <b>Re-Approval Date</b>        | <b><i>15 May 2025 (v.2 – this version)</i></b>                  |
| <b>Next Review Date</b>        | <b><i>May 2028</i></b>  |

#### **1. Purpose and scope**

- 1.1 This policy sets out the Housing Service's approach to property repairs to ensure that the service offered is an efficient, responsive and consistent service representing value for money.
- 1.2 The policy applies only to housing stock for which the Housing Service has repairing obligations as a landlord. It applies only to properties managed as part of the Housing Revenue Account, plus the City of London and Gresham Almshouses, which are managed by us on behalf of the respective trusts.

#### **2. Aims and objectives**

- 2.1 The aim of this policy is to ensure our estates and housing tenancies meet a compliant repair standard and that residents' homes are safe and well maintained.
- 2.2 We will provide an efficient and responsive repairs service for our residents that aims to ensure repairs are carried out reliably and to a professional standard.
- 2.3 We will ensure that we meet our responsibilities to leaseholders by keeping them informed of necessary works that require statutory consultation.

2.4 We will ensure that there are effective systems in place to monitor and maintain contractor performance and financial monitoring of the repairs service.

### 3. Service standards

3.1 We will provide a responsive repairs service according to the categories identified below:

|            |               |                        |
|------------|---------------|------------------------|
| Priority 1 | Emergency     | Within 24 hours        |
| Priority 2 | Non-Emergency | Within 20 working days |

See Appendix 1 for additional details of repairs included in each category. You can also refer to our **Repairs & Maintenance Service Standard** on our website.

3.2 Outside normal office hours (8:00am to 5:00pm) we will provide an out of hours service so that residents can report emergency repairs.

3.3 Where there are emergency repairs, that occur out of normal office hours, we will direct these calls to the appropriate repairs contractor who will attend to the repairs in the specified times. These will be categorised as Priority X. Non-emergency repairs will be processed during normal office hours.

### 4. Legislation and regulation

4.1 This policy will help us to comply with the following legal and regulatory requirements:

- Landlord and Tenant Act 1985
- Decent Homes Standard
- All statutory regulation concerning Health and Safety and compliance including:
  - Health and Safety at Work etc. Act 1974
  - Control of Asbestos Regulations 2012
  - Gas Safety (Installation and Use) (Amendment) Regulations 2018
  - Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020
  - Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)
- Environmental Protection Act 1990
- Commonhold and Leasehold Reform Act, 2002
- Regulator for Social Housing – Regulatory Standards - Safety and Quality Standard (Quality of Accommodation and Repairs and Maintenance)

4.2 Where repairs are required to support our compliance responsibilities such as gas servicing, managing asbestos and fire prevention, this policy will initially defer to the requirements of those policies in the first place. Where responsive repairs are not specifically impacted upon by the requirement of those policies then the responsive repair will be undertaken in line with this policy.

4.3 We will ensure that we meet all our legal responsibilities under the relevant health and safety and compliance legislation including, but not limited to, the following issues:

- Control of Asbestos
- Gas Safety
- Legionella Safety
- Electrical Safety
- Fire Safety
- Lifting Operations and Lifting Equipment Regulations (LOLER)

## **5. The policy approach**

### Our obligations

5.1 We will ensure that there are suitable arrangements in place to deliver an effective repairs service to meet our residents' needs and look after the long-term maintenance and improvement of our properties.

5.2 We will undertake all responsive repairs in order to meet our legal and statutory obligations to safeguard the health, safety and security of our residents, staff, other occupants and visitors and to safeguard the buildings and environment we own and manage. A list of repairs that we will undertake is in Appendix Two of this document.

5.3 We will provide information on the repairs for which we are responsible and those that our residents are responsible for in the standard Tenants' Agreement and Handbook and Leaseholders' Handbook and ensure that we review the advice to residents on a regular basis. Handbooks are provided to the incoming resident and copies can be provided upon request.

5.4 We will process responsive repairs accurately and promptly through all stages of the repair from the initial report through to delivery and completion by referring to the relevant procedure.

5.5 We will set target completion times for responsive repairs which will vary by urgency category.

5.6 We will offer appointments to residents reporting repairs under the Priority 2 category and provide them with a unique work order number, details of the repair and the next steps.

5.7 We will aim to resolve as many repairs in the first visit as possible.

5.8 We will operate a fair and consistent recharge process to cover any repairs that are the resident's responsibility. This is based on clauses in our tenancies and leases that permit such charges to be made in certain circumstances. Please refer to our Recharge Policy for further details.

5.9 We will resolve repair service failures as promptly as possible, keep residents informed of progress, and follow the Complaints Policy if the matter is escalated.

## Tenants' obligations

5.10 We ask our tenants (and licensees) to take reasonable care of their homes and maintain the items for which they are responsible, as detailed in their tenancy or licence. Further information can be found in the Tenants' Handbook.

5.11 In summary, tenants are obliged to:

- Repair and maintain any fixings or alterations made by them.
- Keep the drains clear from any household waste.
- Report any repairs or damage promptly. Where the resident (or a household member or visitor) causes damage to any property for which we are responsible, we will recharge the cost of repairing the property back to the resident.
- Keep appointments for repairs and, where they cannot keep an appointment, to let us know in advance so the appointment can be rearranged. We may recharge the cost of missed appointments.
- Request permission before making any alterations and improvements in advance of undertaking them.

## Leaseholders' obligations

5.12 The City Corporation's standard lease requires leaseholders to maintain their property in such a way as not to endanger or damage the structure of the building, or other residents, or alter or damage any landlords' fixtures or any part of the common areas.

5.13 In summary, leaseholders are obliged to:

- Be responsible for everything inside their home, including service pipes and stop cocks and cables that serve only their flat.
- Keep the interior in good decorative order and repair.
- Pay service charges on account based on our estimates to cover your proportion of the repairs and maintenance to the common areas and structure of the building.

5.14 Leaseholders **do not** pay for any work that is carried out to the inside of other flats, or to sheds or garages.

## Alterations and Improvements

5.15 We will not repair or maintain any fitting or improvement residents have added or made to their home. The Housing Service will assess and intervene and make arrangement for repair works to be carried out if there is a Health and Safety risk. The cost to correct this will be recharged to the tenant or leaseholder.

## Appointments

5.16 In order to deliver a high-quality repairs service, we offer an appointment system for tenants when reporting a repair.

|                      | Morning   | Afternoon |
|----------------------|-----------|-----------|
| Responsive Repairs   | 8am – 1pm | 1pm- 5pm  |
| Reactive Gas Repairs | 8am – 1pm | 1pm- 5pm  |

## Access

5.17 In accordance with the terms of their tenancy, tenants are obliged to allow access for repairs. This may include repairs to neighbouring property where access is only possible through a particular occupied property.

5.18 We will be as flexible as we reasonably can be when it comes to setting appointments for access. We expect residents to cooperate with us and our contractor(s) when they are seeking to arrange access and to take steps to rearrange appointments if they are not convenient.

5.19 Where access cannot be gained for a standard appointment, the repair will be rescheduled/cancelled.

Where the repair is an emergency or a health and safety matter then we will continue to make contact prior to the repair being cancelled. If the repair poses a serious safety risk for other residents or the building, we will take appropriate steps to gain access.

5.20 When not gaining access for a pre-agreed appointment the Housing Service experiences considerable cost and inconvenience, we reserve the right to recharge the resident for the cost of the failed visit.

## Right to Repair

5.21 Section 96 of the Housing Act 1985 (as amended) gives tenants the “Right to Repair”. Tenants have the right to have certain urgent minor repairs carried out where the repair may affect health, safety or security. If we do not undertake the repair within the target time, nor complete the repair after a second request, tenants may be entitled to compensation. It should be noted that the “Right to Repair” does not give tenants the right to carry out a repair and then seek compensation.

## Out of Hours Emergency Repairs

5.22 An out of hours emergency repairs service is provided outside of normal working hours. Where an emergency repair requires attendance, our contractor will attend your home as a matter of urgency in line with our published timescales.

5.23 The “Out of Hour Service” operates from:

- Monday to Friday - between 5.00PM and 8.00AM
- Weekends - between 5.00PM Friday and 8.00AM Monday
- The out of hours service will also operate on public holidays

## Vulnerable tenants

5.24 We recognise that some vulnerable residents may require extra support to comply with the terms of their tenancy. We will provide appropriate support and adjustments, while balancing this with our obligation to deliver the repairs service.

5.25 We will ensure that data relating to vulnerabilities is stored securely. We will record this information to help us prioritise responses to emergency or urgent repair requests.

## **6. Planned Maintenance**

6.1 The Planned Maintenance programme is administered separately from the responsive repair service. Planned works are designed to improve properties and bring them up to or above the Government's "Decent Homes Standard".

6.2 Planned maintenance programmes include items such as replacement bathrooms and kitchens. We will ensure that tenants are consulted and kept informed when any planned works in their homes or neighbourhoods are scheduled to take place.

## **7. Quality Assurance**

7.1 Some jobs will require a pre-inspection before the repair appointment can be arranged. The pre-inspection will be used to establish the extent of the works. A pre-inspection will be carried out by a Property Services Officer or a nominated contractor representative. Following the visit to the property the tenant will be advised if a repair is required and the priority of the repair.

7.2 To monitor the quality of the repairs service we post inspect a proportion of completed works. Alongside this we contact some tenants by phone to gain feedback on the repairs service. This information is used to continually review and improve the repairs service.

## **8. Reporting**

8.1 We will collect performance and management data and provide internal reports for the purpose of managing our contracts on a monthly basis and provide a repairs and maintenance performance report to residents on an annual basis.

## **9. Responsibilities, Monitoring and Performance**

9.1 Overall responsibility for this policy and its implementation rests with the Head of Repairs and Maintenance. The Head of Repairs and Maintenance will ensure that staff receive the appropriate training and support to achieve the aims of this policy. Where needed we may establish appropriate operational procedures.



9.2 Monitoring of the implementation of this policy and our performance in responsive repairs will be the responsibility of the Housing Management and Almshouses Sub-Committee.

## **10. Responding to complaints and learning lessons**

10.1 Monitoring of the implementation of this policy and our performance in responsive repairs will be the responsibility of the Housing Management and Almshouses Sub-Committee.

10.2 Residents may make a formal complaint about repairs matters at any stage, which will be resolved through our housing complaints procedure.

10.3 We aim to resolve complaints as quickly as possible without residents needing to resort to disrepair claims and legal action. Where legal action is taken, we will follow the Pre-Action Protocol for Housing Condition Claims, which aims to resolve claims at an early stage.

10.4 We will learn lessons from cases, update our technical approach and how we communicate with residents, in order to improve future responses.

## **11. Associated policies or strategies**


### **Strategies**

- Housing Strategy
- Asset Management Strategy

### **Policies**

- Complaints Policy
- Equality, Diversity and Inclusion Policy
- Gas Safety Policy
- Electrical Safety Policy
- Lift Safety Policy
- Insurance Cover and Claims Policy
- Reasonable Adjustments Policy
- Recharge Policy

## 12. Document Management

|   |   |
|---|---|
| <b>Department of Community &amp; Children’s Services</b><br><br><b>Housing Service</b>  |  |
| <b>Policy Title: Repairs &amp; Maintenance</b>  |   |
| <b>Document Owner: Head of Repairs and Maintenance</b>  |   |
| <b>Date Approved:</b> <ul style="list-style-type: none"><li>• 28/11/2024 (v1 - original)</li><li>• 15/05/2025 (v2 – this version)</li></ul> |   |
| <b>Version: 2</b>   | <b>Last amendment: 15 May</b>   |
| <b>Effective date: 28/11/2024</b>   | <b>Next review date: May 2028</b>   |
| <b>Changes: Repair priorities updated to reflect current contract</b>   |   |

### 13. Appendix 1

|  |   |
|--|---|
| <p><b>Priority One</b> (and Priority X for out of hours)</p> <p><b>(Emergency - completed within 24 hours)</b></p> | <p>We will aim to arrive within four hours and complete any temporary repairs within 24 hours.</p> <p>Emergency Repairs include:</p> <ul style="list-style-type: none"><li>• An uncontrollable water leak</li><li>• A blockage where raw sewage is overflowing into a home</li><li>• Dangerous structures which could collapse</li><li>• A front door or window that needs to be made safe after a break-in</li><li>• Electrical faults where there is a danger of fire or injury</li><li>• Blocked toilet pans</li><li>• No electricity supply</li><li>• No mains water supply</li><li>• A toilet which cannot be used (if there is only one toilet in the property)</li><li>• Repairing a faulty door entry system if it affects multiple homes</li><li>• No hot water</li><li>• A heating system that has broken down in winter, or if there is a vulnerable person or baby in the house (Winter Period is 1<sup>st</sup> October to 31<sup>st</sup> March)</li><li>• A severe leak through the roof</li></ul> |
| <p><b>Priority Two</b></p> <p><b>(Non-emergency - completed within 20 working days)</b></p>                        | <p>This applies to repairs that do not fall into Priority 1 and includes:</p> <ul style="list-style-type: none"><li>• Repairing minor water leaks</li><li>• Repairing a toilet that is not flushing (if there is more than one toilet in the property)</li><li>• Unblocking a kitchen sink, bath or hand basin</li><li>• Repairing the overflow from the toilet cistern</li><li>• Repairing garage doors and locks</li><li>• Repairing a faulty cooker panel, if cooking by electric</li><li>• Repairing a heating system (outside winter months)</li><li>• Replacing washers</li></ul>   |

|  |  |
|--|--|
|  | <ul style="list-style-type: none"> <li>• Replacing glass that has been made safe</li> <li>• Replacing toilet seat (for elderly or disabled tenants)</li> <li>• Repairing banister rails (if there is no immediate danger)</li> <li>• Repairing an individual faulty door entry system or monitor</li> <li>• Replacing baths, wash basin, kitchen sinks, toilet pans and cisterns</li> <li>• Plastering</li> <li>• Replacing wall and floor tiles</li> <li>• Repairs to inside doors, locks and handles</li> <li>• Repairing fences and gates</li> <li>• Repairing tiled surrounds on fireplaces</li> <li>• Preventing draughts around doors and windows</li> </ul> |
|--|--|

## Appendix 2

We are responsible for carrying out certain repairs in your home and you are responsible for others.

### **Our responsibilities**

We have a legal responsibility to carry out certain repairs. We must keep the following in good condition:

- The structure and exterior of the building
- The services and equipment that supply water, electricity and gas
- Sewerage pipes, gutters and drains
- Communal areas including staircases, landings and footpaths
- Fire alarm systems, lighting and security equipment

Repairs we will carry out include:

### ***The structure and outside of the building***

- the roof, foundations, outside walls and outside doors
- the drains, gutters and outside pipes
- windowsills, frames and glass
- fences, pathways, steps and other entrances to the building
- chimneys and chimney stacks
- playgrounds and play equipment

### ***Inside your home (landlord's fixtures and fittings)***

These include:

- the plumbing system, including pipework, tanks, stopcocks, taps, baths, sinks, basins, cisterns and toilet fittings
- inside doors and their frames, skirting boards and kitchen cupboards
- heating and hot water systems including boilers, radiators, thermostats and controls
- electrical wiring, plug sockets, light fittings and switches, and door entry phones.

### ***Shared parts of blocks of flats or houses***

These include:

- corridors, stairways and entrances
- shared facilities such as television aerials, entry phones, rubbish chutes, lifts and stairway lighting
- fire alarms, smoke detectors, fire doors and other fire and security equipment



**Appendix 6**  
**City of London Corporation**  
**Department of Community & Children's Services**  
**Housing Service**

**COMPENSATION POLICY**

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|                                |   |
|--------------------------------|---|
| <b>Approved by:</b>            | <b><i>Housing Management &amp; Almshouses Sub-Committee</i></b> |
| <b>Original Approval Date:</b> | <b><i>September 2016</i></b>                                    |
| <b>Review Date:</b>            | <b><i>April 2020</i></b>  |
| <b>Re-Approval Date</b>        | <b><i>30/09/2020 v2.</i></b>                                    |
| <b>Review Date:</b>            | <b><i>September 2023</i></b>                                    |
| <b>Re-Approval Date</b>        | <b><i>28/11/2024 (v.3 – this version)</i></b>                   |
| <b>Next Review Date</b>        | <b><i>November 2027</i></b>                                     |

## 1. Purpose

The City of London's Housing Service is committed to providing an excellent service however we recognise that sometimes things may go wrong. This policy outlines our approach in which customers may be entitled to a goodwill gesture or financial compensation should the Housing Service (or a contractor acting on our behalf) fail to deliver a satisfactory service.

Any form of compensation is an exceptional course of action and will only be considered if other outcomes are not deemed appropriate. In most cases it is reasonable to resolve complaints by:

- Apologising for the failure
- Providing the service asked for
- Changing the service provision or procedures for future use where a complaint has highlighted that a change is required
- Reconsidering a decision which may have been unreasonable or unfair

In exceptional circumstances, where the situation cannot be rectified by apology or practical action, compensation may be appropriate. The types of service failures that may trigger compensation, whether caused by staff, or contractors or agents acting on our behalf, are as follows:

- Failing to deliver /provide a specified benefit, service or other entitlement
- Loss of amenities
- Loss of, or damage to, personal property
- Where a customer has incurred an expense as a result of our failure to provide a service

A table summarising how much we award as a payment of goodwill is set out at Appendix 1.

## 2. Aims of this Policy

The aims of this policy are to:

- Make it clear the circumstances where compensation will be paid.
- Ensure fairness and consistency when calculating compensation.
- Provide guidance on how and when compensation can be claimed.

## 3. Scope

The policy applies to residents living on City of London Housing Service estates which are managed as part of the Housing Revenue Account (HRA), namely:

- tenants
- leaseholders
- freeholders
- residents of City of London and Gresham Almshouses properties

In exceptional circumstances, this policy may apply to non-residents, subject to the Assistant Directors of Housing and Property Services' discretion.

#### **4. Policy Statement**

##### **4.1 Compensation as part of complaint resolution**

Compensation may be considered at any stage in our complaints process. Our complaints policy encourages the quickest possible resolution of the issue. As part of our approach to resolving complaints, we may offer compensation if:

- After looking into the complaint, it's discovered that a service has consistently or seriously failed.
- A customer who has voiced a complaint about a service provided by the City of London's Housing Service and has not received adequate communication from a staff member, nor has the communication occurred in a timely manner.
- Damage to or loss of personal property has been caused by the City Corporation or its nominated contractors
- Other approaches to resolve the complaint, such as an apology and/or explanation are deemed insufficient, or our previous responses have been inadequate.
- We have taken an unreasonable amount of time to address the concerns raised.

Each case will be considered on its own merits. Such discretionary payments may be in conjunction with or separate to any other compensation payable for loss, however not for the same issue.

The event for the consideration of compensation should have occurred within the last twelve months. Compensation in respect of an event that happened more than twelve months previously will only be considered in exceptional circumstances. An exception may be made if there have been continuous delays in bringing the matter to a conclusion) by those working for the City.

We would require supporting information/evidence to consider each claim. For example, claims for damage to belongings would need to be supported with the appropriate receipts and pictures/documents evidencing the damage.

##### **4.2 Circumstances in which compensation will be issued**

There are three types of compensation payment that will be considered under this policy:

**Mandatory payments** – this applies to disturbance or loss of home, where payments will be made to compensate where you lose the right to rent/reside at your home, or to compensate you for reasonable expenses incurred in being re-housed, either on a temporary or permanent basis



**Quantifiable loss payments** – where you can demonstrate actual loss as a result of our actions or omissions, or those of a third party working on our behalf

**Discretionary payments** – goodwill payments may be made when there has been a failure of service which has caused delay, distress or inconvenience.

### **Mandatory Payments**

These are made to compensate for any reasonable out of pocket expenses you incur where you have been asked to move out of your property through no fault of your own. These payments are variable.

The following expenses will generally be covered and where possible we will arrange and carry out works directly or through our approved contractors. If you wish to arrange your own works, we will only reimburse you for reasonable costs of works and on production of a works schedule, valid receipts and/or paid invoices.

Depending on the circumstances of your case, we may provide the following services;

- Assistance with removals - we may arrange removals for you and we may arrange a packing service, if this is required depending on the circumstances.
- Disconnection and reconnection of domestic appliances such as cooker, washing machine, telephone, broadband, television aerial/satellite dish.
- Redirection of post for up to 3 months
- Assist with the cost of altering existing or purchasing new carpets and curtains (and refitting of rails/blinds). We will not pay disturbance costs for carpets or curtains if they are in good condition or if the carpets and curtains in the old property can be adapted and fitted in the new property.
- Refitting security alarms or other security equipment.
- Repair adaptations in a property to a good standard.

### **Quantifiable Loss Payments**

If a complaint investigation finds that you have incurred costs as a direct result of our actions or omissions, then we will consider compensation to offset your reasonable costs. This may include (but is not limited to);

- Paying reasonable costs for increased heating costs as a result of repair works.
- Paying reasonable costs for alternative accommodation or takeaway food.
- Paying reasonable costs for cleaning.
- Paying reasonable costs for carrying out your own repairs where it is proven that we have failed to carry out our obligations.
- Paying reasonable costs for replacing lost or damaged possessions.

We will not cover costs if you have:

- not notified us of the issue.
- given us reasonable time to rectify the issue.
- refused us access to the property.
- refused our offer to rectify the issue.

## **Discretionary Compensation**

### Missed Appointments

If an employee, or a contractor working on our behalf, fails to attend a re-booked appointment unreasonably, a payment may be made depending on the circumstances. This cannot be claimed if you are given reasonable notice in advance that the appointment is cancelled.

To qualify for a missed appointment payment, you must have been available to allow access during the appointment time and have agreed the appointment in advance.

### Loss of heating and hot water

Between 1<sup>st</sup> October and 31<sup>st</sup> March (colder weather), if you have made a complaint and you continue to be without heating for a period of longer than 3 full days, we may provide compensation. This includes the cost of using any temporary heating that we provide.

Between 1<sup>st</sup> October and 31<sup>st</sup> March, if you have made a complaint and you continue to be without hot water for a period of longer than 5 full days, we may also provide compensation at a lower rate.

The provision of temporary heating will be reviewed on a case-by-case basis and will be influenced by the makeup of the household (for example, households with elderly, disabled, or children under the age of 12).

### Payment for Services

If we have failed to deliver a significant service paid for through fixed service charges, we will consider the charge for the service, the disruption caused and how long the service was unavailable. The charge may be adjusted the following year. In exceptional circumstances material errors in fixed charges may be addressed during the year. For variable service charges, service failures will be credited and carried forward in the accounts or reimbursed to you after reconciliation of the accounts.

### The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994

The Right to Repair Regulations cover specific repairs, known as 'Qualifying Repairs' which cost less than £250 and should be done within a set time limit for Secure Tenants. If these are not carried out within that time, and without justified reasons for its delay, you may be entitled to compensation.

### All other discretionary compensation payments

Each case will be considered for compensation on an individual basis and consider all known circumstances and supporting evidence. We will work on evidence and facts and will not make any compensation awards based on the belief of what might have happened. All reports of loss or inconvenience will be investigated once evidence is provided. Factors that will be considered when the level of compensation is considered include:

- Whether you have contributed to the failure in service. This could be when there have been problems gaining access due to your availability, or delays in reporting the problem.
- The level of stress or distress caused as a result of action or inaction by the Housing Service or its contractors. This will include the severity of the distress, the length of time involved, and the number of people affected.
- The amount of inconvenience (time and trouble) you have experienced and how much effort was required by you to resolve the problem.

Compensation payments for delay and distress will be made based on the level of the Housing Davison's responsibility for the loss or inconvenience and the impact on you. These payments may be in addition to another loss payment.

### **4.3 Circumstances in which compensation will not be considered**

We will not consider a claim of compensation where:

- The loss or damage was caused by you, another household member or visitor to your property. This includes failure to report a repair promptly or to keep an appointment.
- The fault was unforeseeable and could not have been prevented by the Housing Service.
- The fault was caused by a third party and the Housing Service had not made the issue worse such as water leaking from a neighbouring property (unless we had already been alerted to this and had not resolved it promptly).
- Personal possessions are lost, stolen or damaged through no fault of the Housing Service or its contractors.
- Service failure or damage that is the result of extreme or unforeseen conditions, such as the weather
- Loss of supply of gas, electricity or water that is outside of the Housing Service's control, such as a failure by the utility provider.
- The loss or damage is covered under a policy of insurance (e.g. the City Corporation's building insurance, your contents or personal possessions insurance policy)
- Personal injury has occurred. You or the claimant should seek legal advice to ensure such claims are properly presented and we are required to refer them to the City Corporation's legal and insurance advisors.
- Legal proceedings have been issued. This is to avoid both parties prejudicing their legal rights and remedies

### **4.4 Buildings and Contents Insurance**

The City Corporation is responsible for insuring the buildings and permanent fixtures and fittings in the residential estates. This insurance covers the cost of repair replacement or reinstatement of the building following an insured loss. All claims relating to damage to the building must be reported and considered by the City

Corporation's insurers in the first instance, before we will consider a claim under this Compensation Policy.

Contents insurance covers the cost of replacing or repairing your own household possessions if they are damaged, destroyed or stolen. You should make sure you have sufficient home contents insurance to cover damage to your belongings.

Please see the Insurance Cover and Claims Policy for more information.

#### **4.5 Public Liability Insurance**

The City Corporation has public liability insurance that covers compensation payable to third parties for injury, loss or property damage arising out of the City Corporation's negligent acts or omissions.

Depending on the nature of the claim, the Housing Service may refer the matter to our insurers or legal advisors.

#### **4.6 Paying compensation**

Offers of compensation will be made in writing.

Compensation can be applied to your account if you owe us rent, service charges, council tax or other debts. If your account is up to date, we will pay this directly to you. If we are reimbursing you for loss or damage to goods or other costs incurred unnecessarily by you, we will pay this directly to you regardless of whether your account is up to date. In order for these payments to be made, proof of purchase must be provided in the form of receipts or paid invoices.

Forms of compensation may include:

- Adjustment to your rent account, council tax account or service charges, if you're in arrears
- Flowers or gift cards
- Vouchers
- Monetary compensation in the form of direct bank transfer

All payments made are subject to our financial processes and approvals.

### **5. Policy Variations**

In exceptional circumstances, we may consider making a variation to this policy on discretion. Our reasoning can be provided to the affected parties on request.

### **6. Monitoring and Performance**

We will monitor our use of this policy and the way in which it is implemented, ensuring that any relevant information is reported at appropriate intervals.

## 7. Training

We will provide all staff responsible for implementing this policy with comprehensive training as required.

## 8. Equality and Diversity

This Policy has been subject to a full Equalities Analysis and will be implemented in accordance with our responsibilities and duties under relevant legislation, including the Equalities Act 2010.

## 9. Accessibility

We will ensure that residents' needs are considered when implementing this Policy to ensure that they are treated fairly. We will make appropriate arrangements to ensure that customers with distinct communication needs are not unreasonably and disproportionately affected. This could involve providing communications in alternative languages or formats or providing interpretation or transcription as appropriate.

## 10. Data Protection and Information Exchange

We will comply with our obligations under relevant data protection legislation and regulations. We will process and store personal information securely.

There are some circumstances in which we are required by law to disclose information given to us.

## 11. Policy Review


We will review this policy at least every three years, or following relevant changes to legislation, regulation or policy.

## 12. Related documents

- Complaints Policy
- Insurance Cover and Claims Policy
- Disposal of Personal Property Policy

- Tenants' Agreement and Handbook

### 13. Document Management

|  |   |
|--|---|
| <p>Department of Community &amp; Children’s Services</p> <p>Housing Service</p>  |  |
| <p>Policy Title: Compensation Policy</p>   |   |
| <p>Document Owner: Head of Housing Management</p>  |   |
| <p>Date Approved:</p> <ul style="list-style-type: none"> <li>• September 2016 (original)</li> <li>• 30/09/2020 (version 2)</li> <li>• 28/11/2024 (version 3)</li> <li>• 15/05/2025 version 4 – this version)</li> </ul>                              |   |
| <p>Version: 4</p>  | <p>Last amendment: May 2025</p>   |
| <p>Effective date: 01/09/2016</p>  | <p>Next review date: May 2028</p>   |
| <p>Changes in this version:</p> <ul style="list-style-type: none"> <li>• Updated procedures</li> <li>• Schedule of compensation amended to include lift outages, clarified colder seasons as 1<sup>st</sup> October-31<sup>st</sup> March</li> </ul> |   |

## Appendix 1: Schedule of Compensation Amounts

All service failures and requests for compensation are different and will be considered on their own merits in accordance with our policies, including the Compensation Policy.

The information provided below is to help officers to assess how much compensation may be due in different types of circumstance, and to provide a benchmark to ensure compensation for similar types of service failure is considered fairly.

This list is not exclusive and there may be other factors we consider when making the decision.

The City is under no obligation to pay the compensation amounts outlined in this policy.

### ***Schedule of Compensation***

| <b>Description</b>   | <b>Compensation</b>  |
|--|--|
| The contractor fails to attend a pre-arranged appointment (with no reasonable attempt to inform)   | £25 per missed appointment (Chigwell)  |
| Loss of Communal Heating (more than 72 hours) during 1 <sup>st</sup> October and 31 <sup>st</sup> March  | Relevant daily charge uplifted by 50%. (In colder months) offer electric fan heater and pay £10 per week.  |
| Loss of Communal Hot Water (more than 72 hours)  | Relevant daily charge uplifted by 50%  |
| Loss of individual heating or hot water during 1 <sup>st</sup> October and 31 <sup>st</sup> March  | Offer of electric fan heater and payment of £10 per week.  |
| Lift Failure<br>(When there is no access to another lift in the same block, and the lift has been out of service for more than seven consecutive days) | £1 per day for each day after the first seven consecutive calendar days failure (inclusive of the initial seven days i.e., eight consecutive days of failure would result in a payment of £8) or |



|   |  |
|---|--|
|   | <p>£2 per day for each day for residents deemed vulnerable due to mobility issues after the first three consecutive calendar days failure (inclusive of the initial three days).</p> <p>Compensation will not be paid to residents living on the ground floor of a building unless there is lift access to sub-ground areas, such as an underground car park accessible by a lift.</p> |
| Loss of Living Space / Room except for situations involving modernisation/ planned works programmes or situations beyond our control. | Offer of 20% of net daily rent per room.   |
| Damage or loss of belongings caused by the Housing Service  | Repair, replace or offer compensation for current value of item  |
| Damage or loss of belongings caused by a contractor   | Oversee process with contractor to repair, replace or offer compensation for current value of item as per the terms of the contract with City of London's Housing Service  |
| Minor service failure e.g. a communication failure or where there has been a consistent failure in delivering our service standards   | £50  |
| General inconvenience, delays and distress  | Case by case*  |

\*We will consider payments in the regions detailed below.

**Offers of £50 to £100** – Considered in instances of service failure resulting in some impact on you or members of your household. The impact may be of short duration and may not have significantly affected the overall outcome.

**Offers of £100 to £250** – Considered if we have found a considerable service failure, but there may be no permanent impact on you or members of your household.

**Offers of £250 and above** – Offers of this amount will be used in recognition when there has been a severe long-term impact on you or members of your household, this includes physical or emotional impacts, or both.

### **Further Information**

There are examples of case studies, the findings made by the Ombudsman and the levels of compensation paid on the Housing Ombudsman website:

<http://www.housing-ombudsman.org.uk/useful-tools/case-studies>

## Appendix 7– Policy Observations

| Policy Name  | Consultation                  | Feedback   | Action  |
|--|-------------------------------|--|---|
| <ul style="list-style-type: none"> <li>• <b>Adaptation,</b></li> <li>• <b>Tenancy</b></li> <li>• <b>Vulnerability</b></li> <li>• <b>Repairs and Maintenance</b></li> <br/> <li>• <b>Compensation</b></li> <br/> <li>• <b>Estate Parking and Storage Sheds</b></li> </ul> | <p>Hub Consultation group</p> | <ul style="list-style-type: none"> <li>• I believe most of it is very clear and concise - and the choice of wording very clever.</li> <li>• What does the Corporation deem as reasonable notice' for someone to cancel an appointment? I believe this should be clarified to avoid confusion.</li> <li>• perhaps it should read 'advance' - not 'advanced'.</li> <li>• I have read the three new policies; I agree with Liam Gillespie to use resident instead of customer. Otherwise I found the three policies easy to read and understand.</li> <li>• I've read through everything and it is very comprehensive, covering all the subjects mentioned.</li> <li>• With regards to repairs...I had to wait six months for the repairs to severe damp and mould in my flat.</li> </ul> | <ul style="list-style-type: none"> <li>• Noted</li> <br/> <li>• Noted, responded to resident in feedback</li> <br/> <li>• Amended</li> <li>• Reviewed policy wording and used “resident”</li> <li>• Noted</li> <br/> <li>• Followed up with resident to ensure damp issue is resolved. New procedure to post-inspect damp and mould cases should ensure all reported</li> </ul> |

|  |  |   |  |
|--|--|---|--|
|  |  | <ul style="list-style-type: none"><li>• With regards to anti-social neighbours, I feel the City of London need to take a more hard-line approach.</li></ul> | <p>issues are resolved.</p> <ul style="list-style-type: none"><li>• Noted and escalated to Area Managers</li></ul> |
|--|--|---|--|

## **Members are asked to note:**

### **Move from a decoration allowance to a decorations pack**

The upcoming change from a decoration allowance to decoration packs introduces several key updates aimed at enhancing the tenant experience and improving operational efficiency.

This change was driven by feedback from both staff and residents, who expressed dissatisfaction with the existing decoration allowance procedure, a view supported by resident survey results. Surveys conducted in November 2024 focused on tenants who had moved into City properties within the last 18 months and the HUB consultation group. The findings highlighted challenges with the allowance process, including dissatisfaction with both the amount provided and the quality of decorating outcomes. A summary of survey results can be found in Appendix 8 attached.

Housing has partnered with Brewers Decorator Centres to supply the new decoration packs. Although alternative suppliers, including major chains, were considered, Brewers was selected for its personalised service, additional tenant discounts, and commitment to community projects as detailed in Appendix 9. The decoration packs provide a standardised and convenient solution by including all necessary materials and tools, ensuring a higher-quality finish and removing the need for tenants to source supplies independently.

Resident surveys highlighted dissatisfaction with the previous decoration allowance process, particularly regarding the amount provided and the outcomes achieved. The introduction of decoration packs addresses these concerns by offering a comprehensive, higher-quality, and more convenient solution, leading to improved tenant satisfaction.

In addition to enhancing the tenant experience, the move to decoration packs offers significant cost savings. For example, in 2023, a tenant moving into a studio property was provided a £274 decoration allowance. By comparison, a decoration pack for the same property size—offering 20 litres of paint and accessories—costs £109.68 (excluding VAT), representing a 60.7% saving. These savings allow for more effective redistribution of resources across the service.

The process for requesting and distributing decoration packs has been streamlined. After inspecting the void property, the Property Services Officer (PSO) notifies the Resident Services Officer (RSO), who raises the purchase order, logs the request through the Brewers portal, and arranges for the pack to be delivered or collected. This new approach eliminates the need for additional processes involving other teams, such as Rents and Housing Finance. Usage of decoration packs is monitored during the six-month introductory tenancy visit to ensure appropriate use.

Training sessions and communication materials have been developed to familiarise staff and residents with the new system. Overall, the transition to decoration packs not only simplifies the decorating process but also improves the quality, efficiency, and cost-effectiveness of home decorations, contributing to a more positive and satisfying tenant experience.

## Appendix 8 – Decorations Allowance Survey Results Summary

|   |   |
|---|---|
| Number of respondents to survey   | 22  |
| Number of respondents aware of the decoration allowance   | 16  |
| Number of respondents that used the decoration allowance  | 14  |
| Number of respondents that had a neutral to dissatisfied experience using the decoration allowance                      | 10  |
| Number of respondents unable to cover all your decoration needs with the given allowance                                | 12  |
| Number of respondents that felt neutral to dissatisfied with the results of their decorating after using the allowance? | 13  |
| Respondents most challenging aspects in using the decoration allowance  | <ul style="list-style-type: none"> <li>• Limited selection of materials or services</li> <li>• Navigating the paperwork</li> <li>• Insufficient allowance amount</li> <li>• Insufficient allowance amount</li> <li>• This was over 10 years ago and I don't remember that clearly, but subsequent issues we tried to sort out through CoL repairs were dealt with very poorly. I think a larger allowance may have made it possible to sort things out better when we first moved in, and saved CoL money in the long run</li> <li>• Insufficient allowance amount</li> <li>• Finding the correct paint to match</li> <li>• Insufficient allowance amount</li> <li>• Finding contractors or suppliers</li> <li>• Insufficient allowance amount</li> <li>• Insufficient allowance amount</li> <li>• Insufficient allowance amount</li> </ul> |
| Respondents suggestions to improve the decoration allowance process   | <ul style="list-style-type: none"> <li>• Too complicated</li> <li>• Either increase the amount or leave the flat ready to live in. I for example had an almost raw floor in the bedroom and living room.</li> <li>• Pay the money out quicker</li> <li>• Laborious</li> <li>• I think the allowance should give people the freedom to decide what is most important. In the first CoL tenancy I had (c.14 years ago) I</li> </ul>   |

|   |  |
|---|--|
|   | <p>put carpet on bare floorboards, which to me was clearly the most pressing issue, only to be told this wasn't permitted and that I should have spent the money on paint. They kindly allowed me to claim the allowance in the end, but the rules seemed a bit nonsensical to me.</p> <ul style="list-style-type: none"> <li>• Better maintain properties to let before tenants move in</li> <li>• More allowance needed</li> <li>• Decoration allowances should cover flooring</li> <li>• I'm disabled so I'd rather the council decorate in a neutral shade and put floor down. Rather than me have cash. I know this idea won't happen</li> <li>• Doesn't cover decorating</li> <li>• More money for allowance</li> </ul>  |
| <p>Number of respondents that are neutral to strongly support moving to a decoration pack</p> | <p>15</p>  |
| <p>Respondents concerns about moving to a decoration pack.</p>                                | <ul style="list-style-type: none"> <li>• Concern over quality of the decor; Cost or value concerns;</li> <li>• Concern over quality of the decor; Not being able to choose my own style;</li> <li>• Cost or value concerns; Concern over quality of the decor;</li> <li>• Not being able to choose my own style;</li> <li>• Limited personalisation options; Concern over quality of the decor; Not being able to choose my own style;</li> <li>• Not being able to choose my own style;</li> <li>• Limited personalisation options;</li> <li>• Limited personalisation options; Concern over quality of the decor; Not being able to choose my own style; Cost or value concerns; I may be being too cynical, but this sounds like a cost-cutting exercise and I wonder what quality of materials would be provided. When I moved into my current address with my daughter (less than one year old at the time) I was very concerned about using the least toxic paint. Would a decorating pack account for this expense?;</li> <li>• I need more information about what the decoration pack entails.;</li> <li>• Not being able to choose my own style;</li> <li>• Not being able to choose my own style; Witless concept</li> <li>• Limited personalisation options; Concern over quality of the décor</li> </ul> |

|  |  |
|--|--|
|  | <ul style="list-style-type: none"><li>• Concern over quality of the decor; Concern over quality of the decor;</li><li>• Cost or value concerns;</li><li>• Cost or value concerns; Concern over quality of the decor;</li><li>• Not being able to choose my own style;</li><li>• Limited personalisation options; Concern over quality of the decor; Not being able to choose my own style;</li></ul> |
|--|--|



## **2. The 2024/25 Performance Dashboard**



### **Members are asked to review and comment on the content and layout of the performance dashboard**

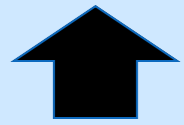
At appendix 10 please find attached the dashboard covering the period 1 April 2024 – 31 March 2025. Members will recall that when this was previously discussed it was noted that the dashboard is work in progress, this is still the case. We are developing the performance management suite, and more information will become available in future as we improve our reporting systems this will be reflected in the reporting for the year 1 April 2025 – 31 March 2026.

The intention is to present a performance report to committee on a quarterly basis. Please note that this report includes commentary from the managers responsible for each service area.

There are a number of issues with compliance in a number of areas. We will be able to update you verbally at the meeting with the latest position and the action being taken to address these issues. Please be assured that we take this very seriously.

# Introduction: Housing Performance Dashboard 2024/25

Month   
All 



## Information:

- . All visuals presented as a percentage represent an average figure of the months selected from the dropdown 'slicer' found in the top right-hand corner of each page.
- . Financial figures represent a total of the months selected from the dropdown 'slicer'.
- . The Information, Performance and Quality Assurance Manager requests that data is typically provided 1.5 months after the month end. For example, managers would be expected to provide data for March 2025 by mid-May 2025.

## Manager Responsible:

Housing Complaints - Anna Donoghue  
Housing Allocations - Martin Goodwin  
Estate Services - Greg Nott  
Tenancy Management - Sonia Marquis and Marie Rene  
Income - Wendy Giaccaglia  
Home Ownership - Nazia Noman  
Repairs - Bev Andrews  
Repairs Service Desk - Pamela Attere  
Empty Properties - Beverley Andrews / Martin Goodwin  
Gas Safety, Asbestos Checks, Water Safety, Electrical Safety, Lift Safety - Fleur McNeil  
Fire Safety & Health and Safety - Liane Coopey  
Decent Homes - Peta Caine  
Resident Involvement - Sam Bedford

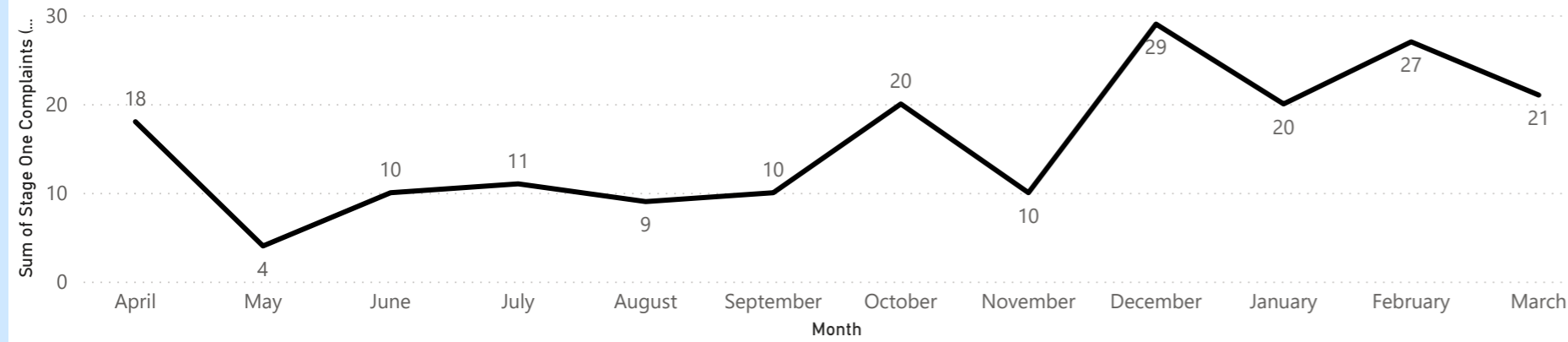
**This dashboard is a work in progress - please provide feedback or raise queries with Anna Donoghue.**

**Slicers** are synced across the dashboard, so any selection you make on one page will apply across the rest of the dashboard.

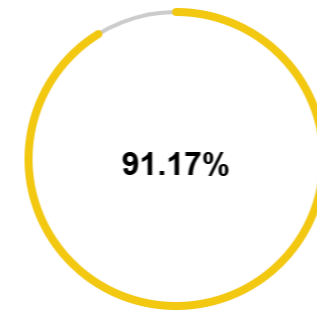
All available data has been uploaded to the Performance and TSM Scorecard from April 2024 - November 2024.

- Introduction
- Housing Complaints
- Housing Allocations
- Estate Services
- Tenancy Management
- Income
- Home Ownership
- Repairs
- Repairs Service Desk
- Empty Properties
- Gas Safety
- Asbestos Checks
- Water Safety
- Electrical Safety
- Lift Safety
- Fire Safety
- Health and Safety
- Decent Homes
- Resident Involvement

## Number of Stage One Complaints Received

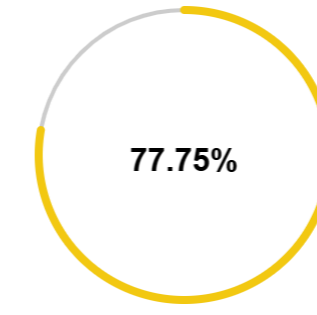


## Complaints Acknowledged Within 5 Working Days

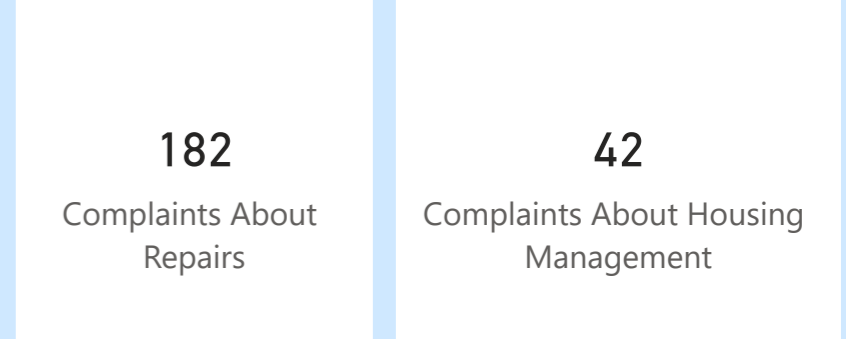


Statutory Requirement: 100%

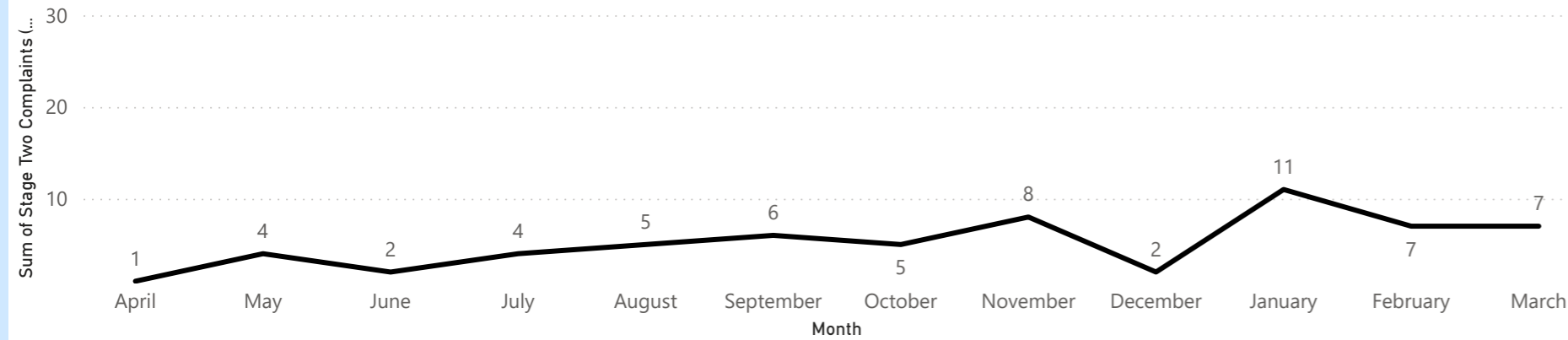
## Stage One Responded to in 10 Working Days



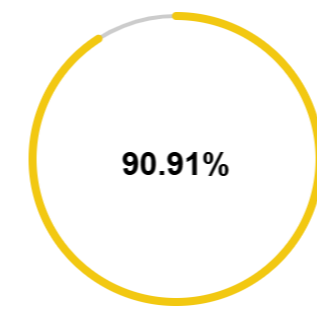
Target: 100%



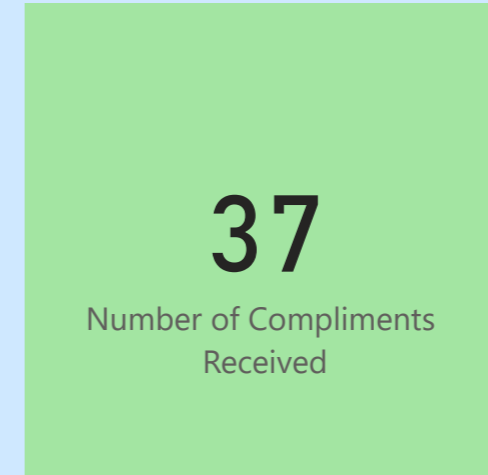
## Number of Stage Two Complaints Received



## Stage Two Responded to in 20 Working Days



Target: 100%



### Context:

#### Response Times:

- The Housing Ombudsman's Complaints Handling Code sets a regulation that Stage One Complaints must be responded to within 10 working days, and Stage Two Complaints must be responded to within 20 Working Days.
- However, the Code allows for an extension period, as long as the resident has been notified of this extension. The extension period at Stage One is an additional 10 working days, and at Stage Two is an additional 20 working days.
- In 2024/25, we have responded to **all but one** complaint within the extended timescales allowed by the Housing Ombudsman. The resident was kept informed of the additional time needed due to the complexity of the case.

#### Acknowledgements:

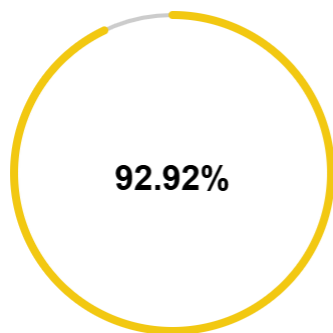
- Since August 2024, 100% of complaints were acknowledged within 5 working days, with the exception of one complaint in January 2025, in which a complaint was handed over to the Housing Complaints Team late from the central Complaints team.

#### Compensation Paid:

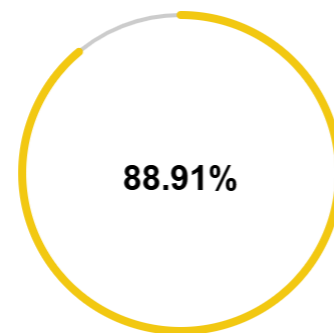
- This number is subject to change, as the team only records compensation once they have received proof of payment, so will often backdate and update numbers.

### Outcomes:

Complaints Upheld or Partially Upheld (Stage One)



Complaints Upheld or Partially Upheld (Stage Two)



£7,030

Compensation Paid Following Complaint Investigation

### Ombudsman Findings:

11

Complaints Referred to Ombudsman

3

Complaints Upheld by Ombudsman

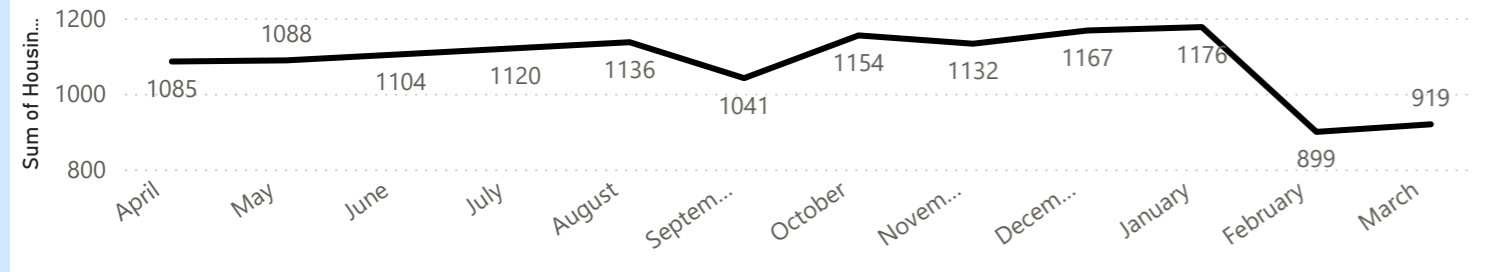
£3,075

Compensation Paid Following Ombudsman Finding

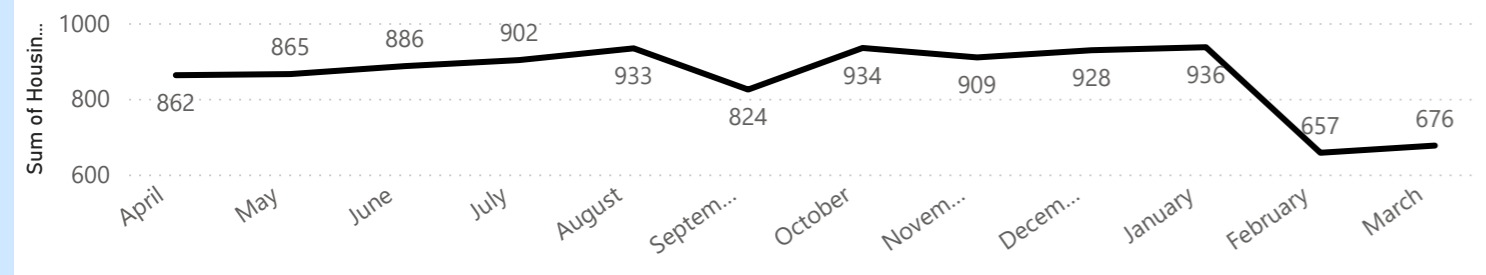
# Housing Allocations

Month ▼  
All ▼

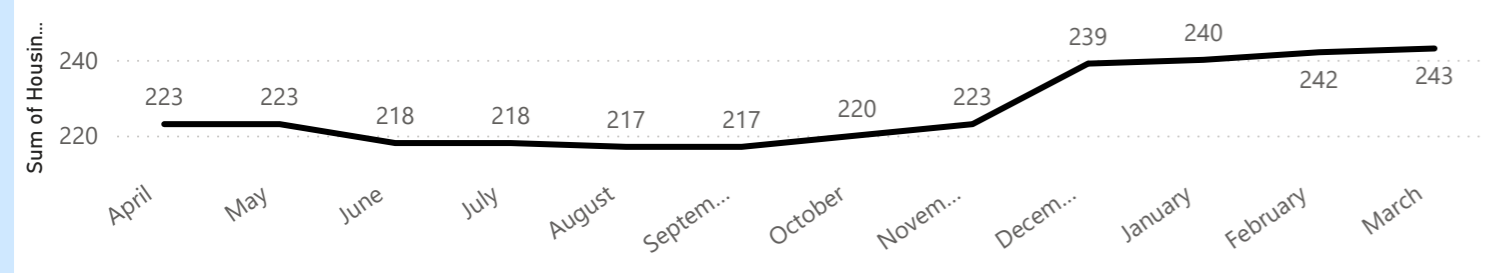
## Housing Register Total



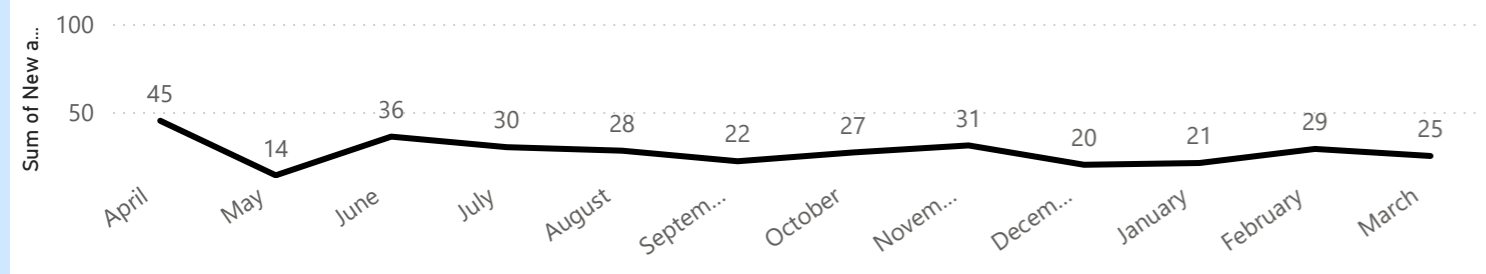
## Housing Register Non-Tenants



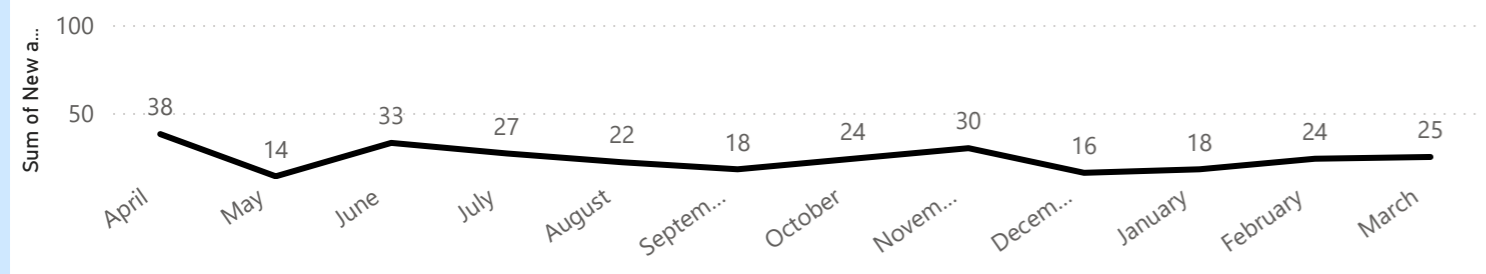
## Housing Register Transfers



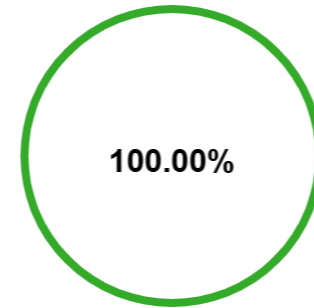
## New Applications Received



## New Applications Accepted

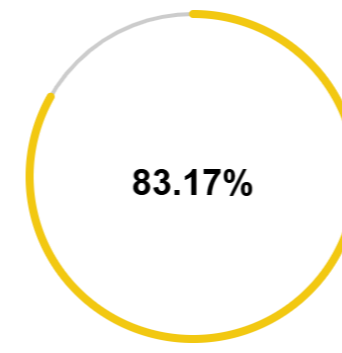


## Properties Offered within 5 days of bid end



Target: 90%

## Properties Let After One Offer



Target: 90%

32  
Number of properties let (CBL)

14  
Number of properties let (management transfer/direct offer)

0  
Properties refused due to quality or condition

## Mutual Exchanges

9  
Mutual Exchanges Submitted

5  
Mutual Exchanges Declined

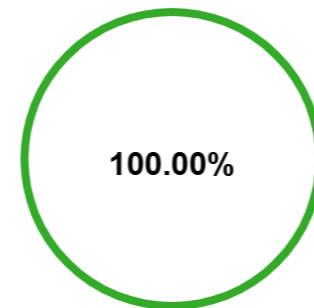
5  
Mutual Exchanges Completed

Mutual Exchanges Decided Within 42 Days



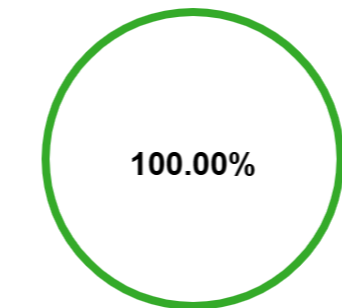
Target: 100%

## Applications Processed within 30 Working Days



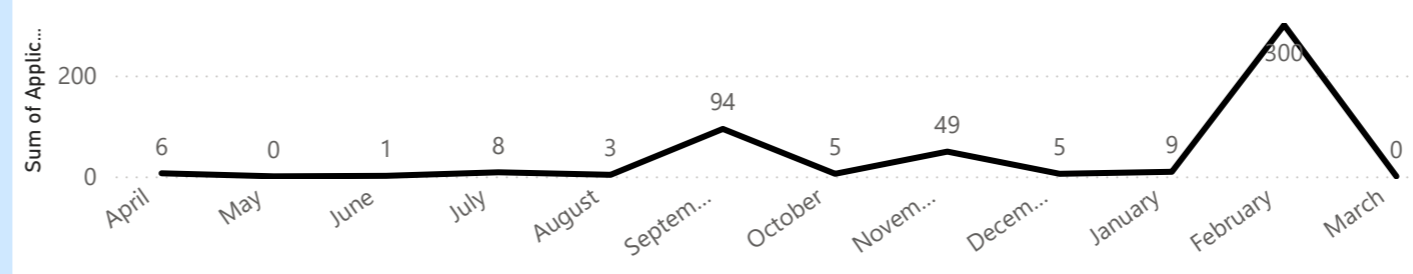
Target: 95%

## Properties Offered within 10 days of Handover



Target: 90%



## Applications Cancelled (Non-Let Reasons)



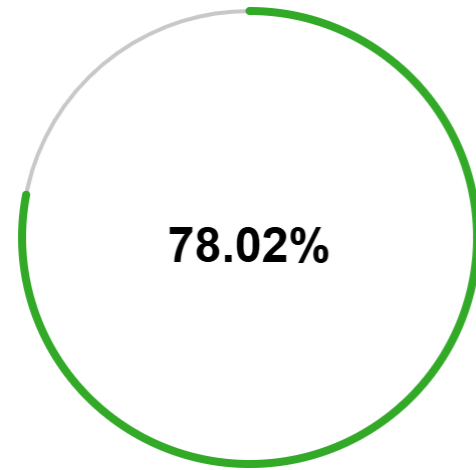
## Context:

- In terms of properties let after one offer, meeting the target of 90% can be difficult, because it is down to the resident to decide whether they want the property. There is little the Housing Allocations Team can do, other than advising the applicant that another property may not become available for some time.
- Applicants have three chances when they win a bid, meaning that they can turn down two offers within reason.
- The target for 'Properties let after one offer' will be removed for 2025/26, and this data will only be included for information.

# Estate Services

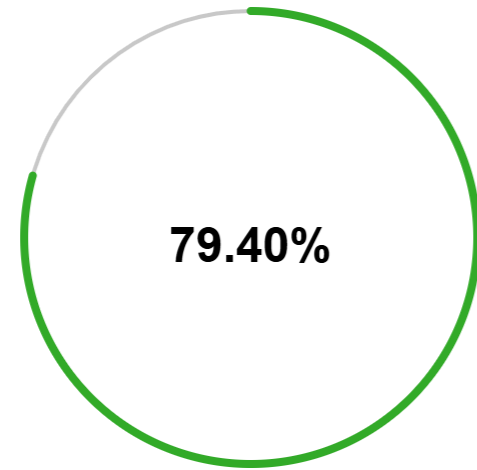
Month   
All 

Average Grounds Inspection Score



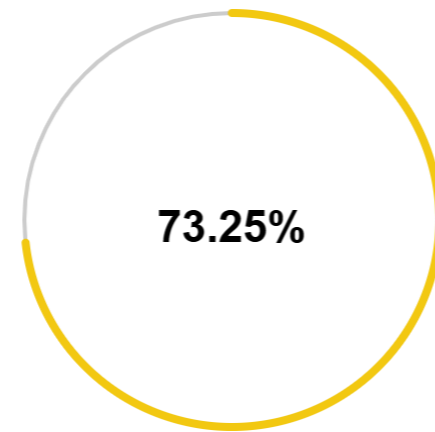
Target: 75%

Average Internal Inspections Score



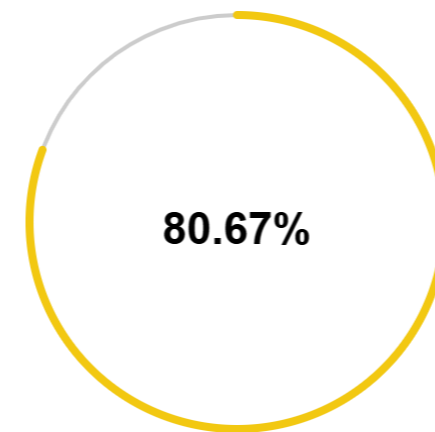
Target: 75%

Estate Grounds Inspections Meeting Minimum Standard



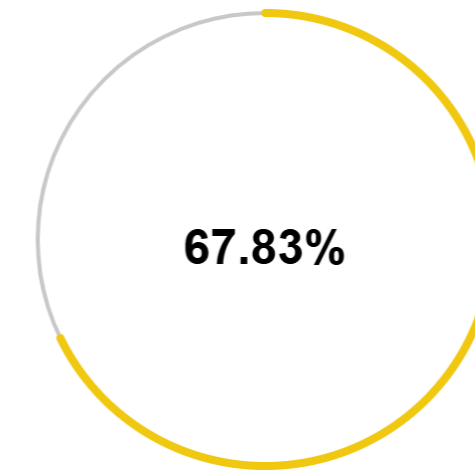
Target: 100%

Internal Inspections Meeting Minimum Standard



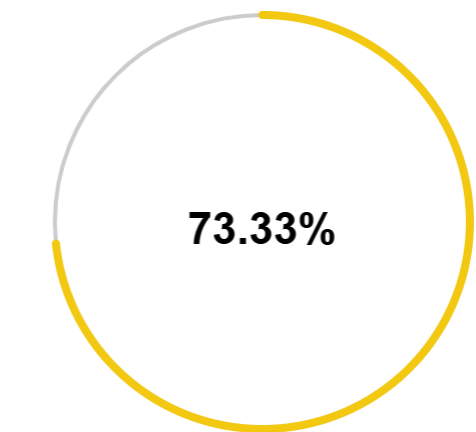
Target: 100%

Monthly Fire Box Checks Completed



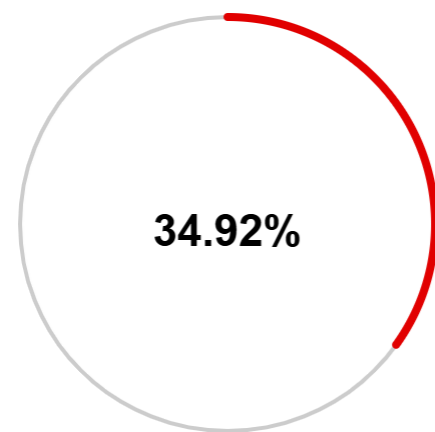
Target: 100%

Monthly Internal Inspections Completed



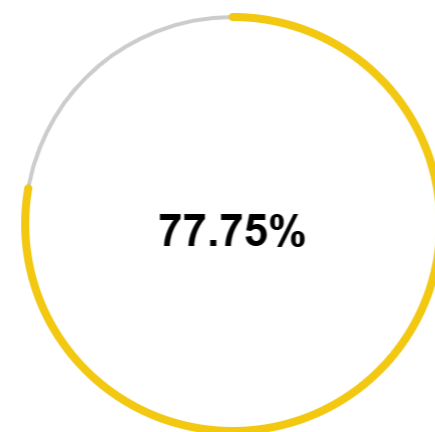
Target: 100%

Monthly Playground Inspections Completed



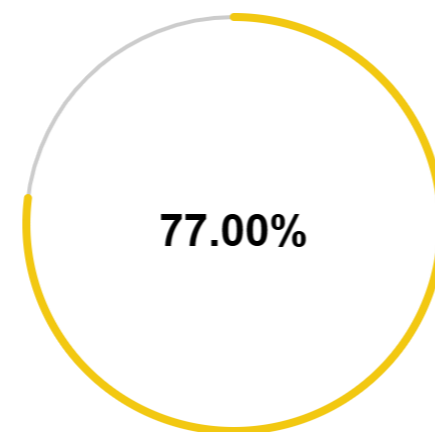
Target: 100%

Quarterly Estate Grounds Inspections Completed



Target: 100%

Quarterly Fire Door Checks Completed



Target: 100%

## Context:

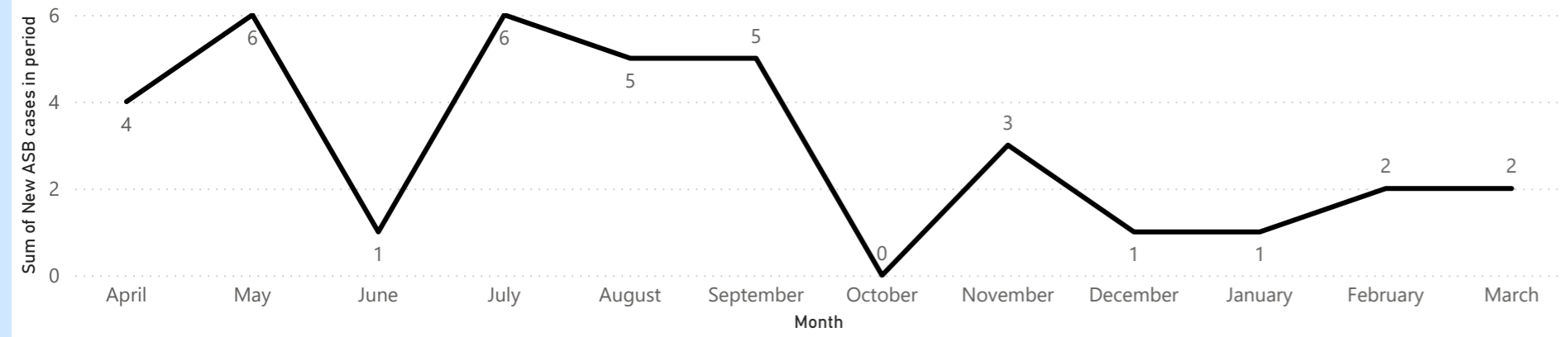
- A new building safety template was introduced to pick up on everything safety related from the end of January 2025.
- Fire doors are a priority element in the building safety template so we should see an improvement moving forward.
- In Q4, 100% of Fire Door Checks were completed.
- The building safety template will also include the Fire Box checks.
- Fire Boxes are Property Information Boxes - they are the red boxes that sit at the entrances to most blocks and hold information that is useful to the London Fire Brigade. A workshop on fire boxes was carried out with the introduction of the new inspection template.
- In terms of playgrounds, there will be a greater focus on grounds inspections, meaning playground inspection scores should increase, 100% of playground inspections were completed in February 2025.
- We note that scores appear to have increased significantly from the previous draft version of the dashboard that was presented earlier in the year. This was in part due to an error in the data entry. The data has since been updated to reflect quarterly figures appropriately.
- Quarterly fire door checks were not reported in December 2024 due to the system changeover.
- From 2025/26, fire door checks will be completed and recorded on a monthly basis.

**Manager Responsible:** Greg Nott (Estate Services Manager) [greg.nott@cityoflondon.gov.uk](mailto:greg.nott@cityoflondon.gov.uk)

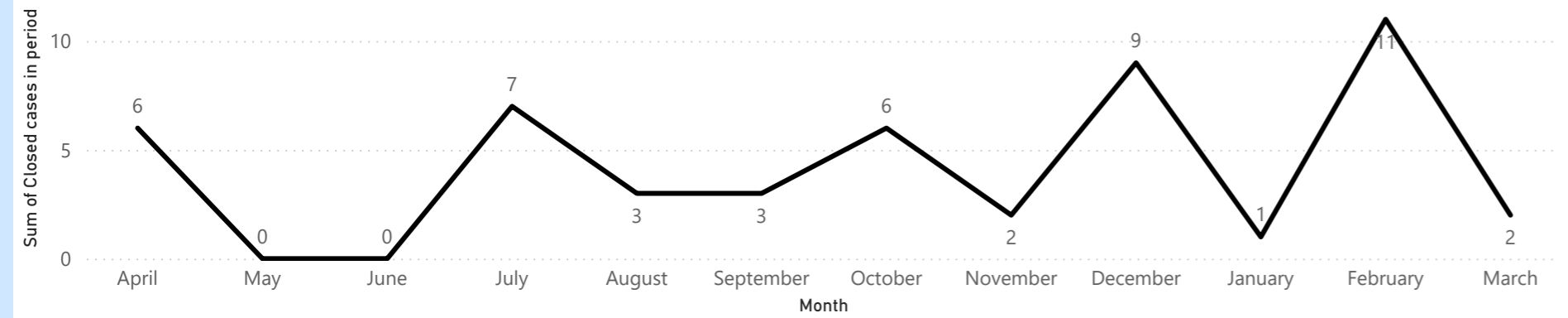
# Tenancy Management

Month ▼  
All ▼

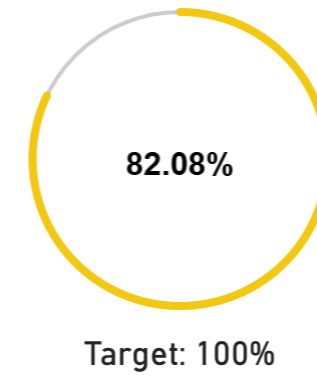
## New ASB Cases



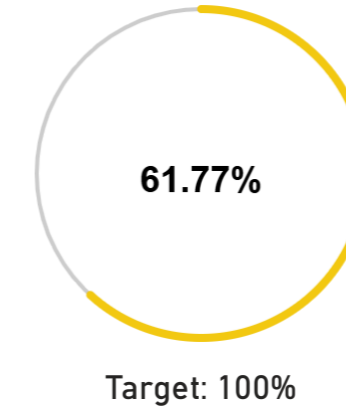
## Closed ASB Cases



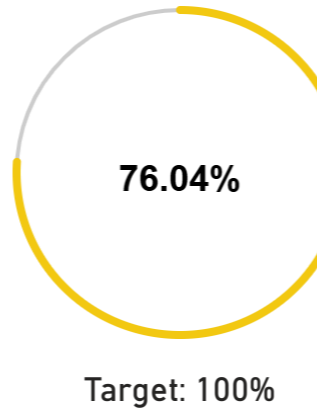
## Introductory Tenancy Visits Completed (6 Weeks)



## Six Month Visits Completed



## Nine Month Visits Completed



### Context:

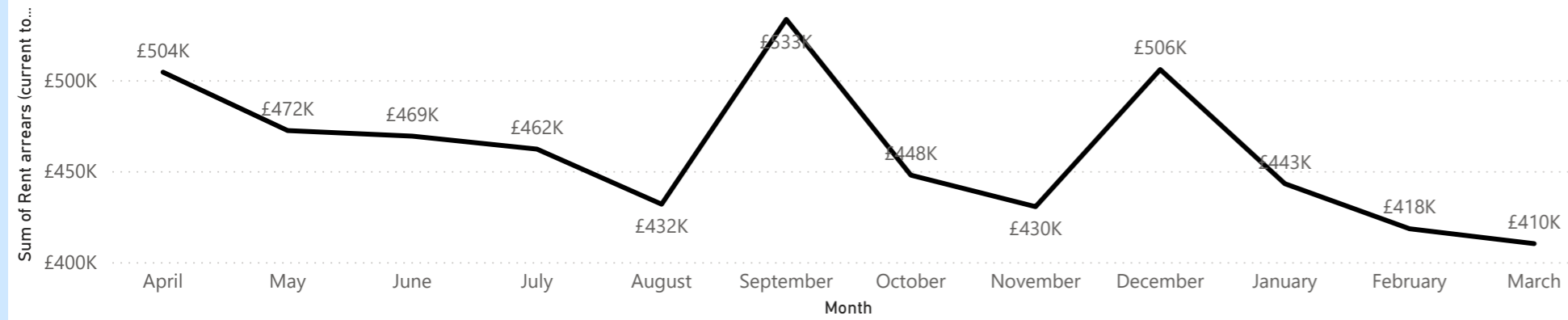
- Delays in Introductory Tenancy Visits can occur when a resident does not engage with the process.
- Further measures relating to Tenancy Management are being introduced for 2025/26, including separated statistics on introductory tenancy visits by North, South and Sheltered Housing Estates.
- Area Managers are working with Resident Services Officers to improve the amount of introductory tenancy visits carried out for 2025/26.
- If there are issues with the tenancy, the Resident Services Officer will extend the introductory tenancy process.
- These statistics show the number of visits carried out. Next year's dashboard will provide data



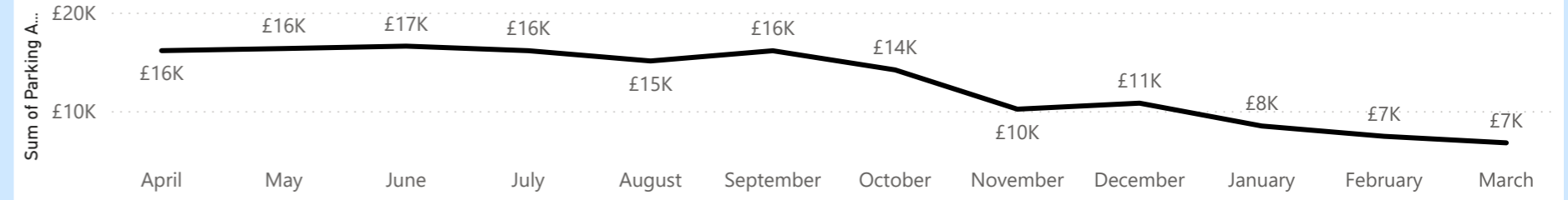
# Income

Month   
All

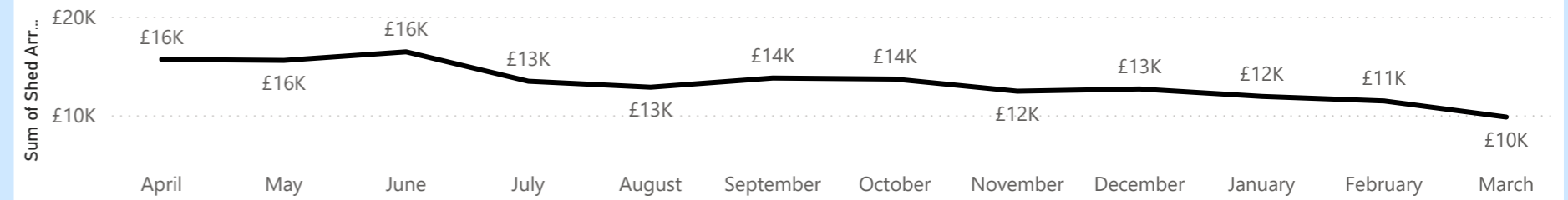
## Rent Arrears



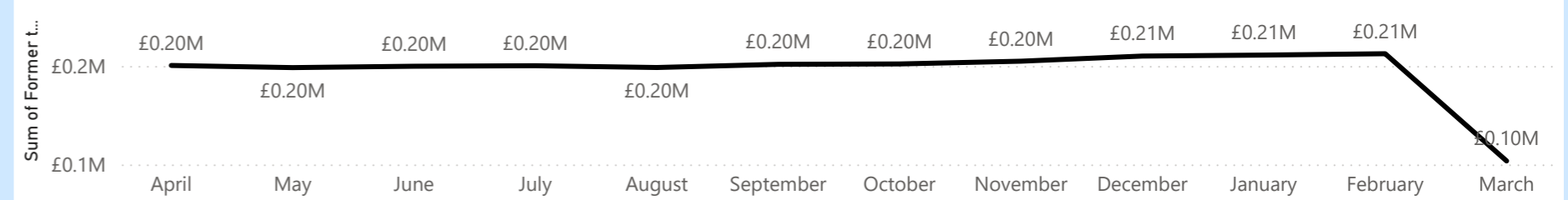
## Parking Arrears



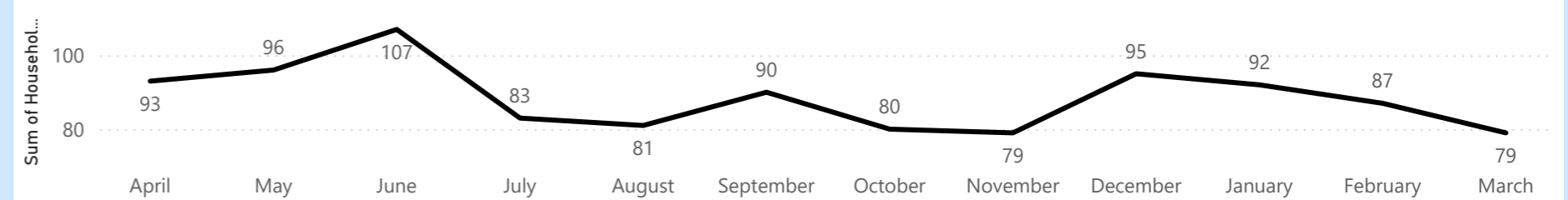
## Shed Arrears



## Former Tenant Arrears



## Households in 8+ Weeks of Arrears



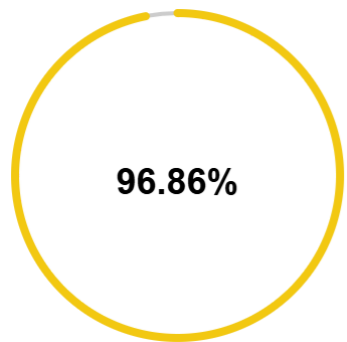
### Context:

- The Income Team started to collect data on Households in 8+ Weeks of Arrears from December 2024.
- The Y Axis on the arrears graphs are not relational to one another - please see data markers.

**55**  
Total Number of Notice of Seeking Possession (NSPs)

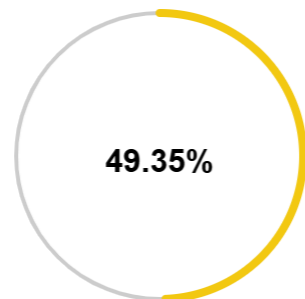
**1**  
Total Number of Evictions

### Rent Collected



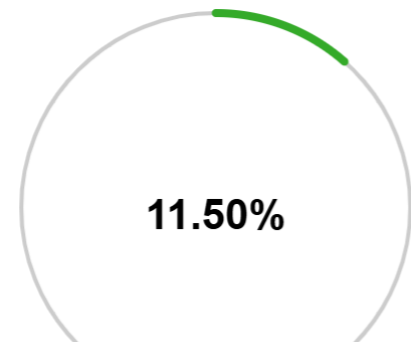
Target: 100%

### Secure Tenants Paying Rent by DD/SO



Target: 60%

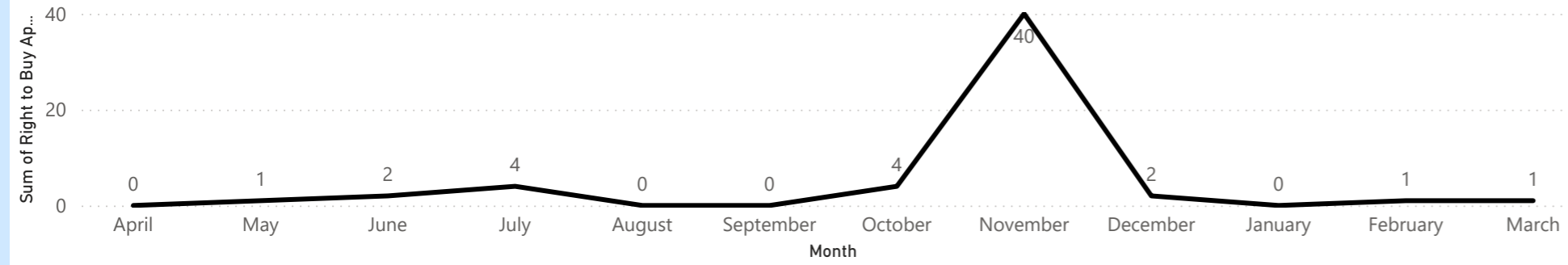
### Households in Arrears



# Home Ownership

Month   
All

## Right to Buy Applications Received



6

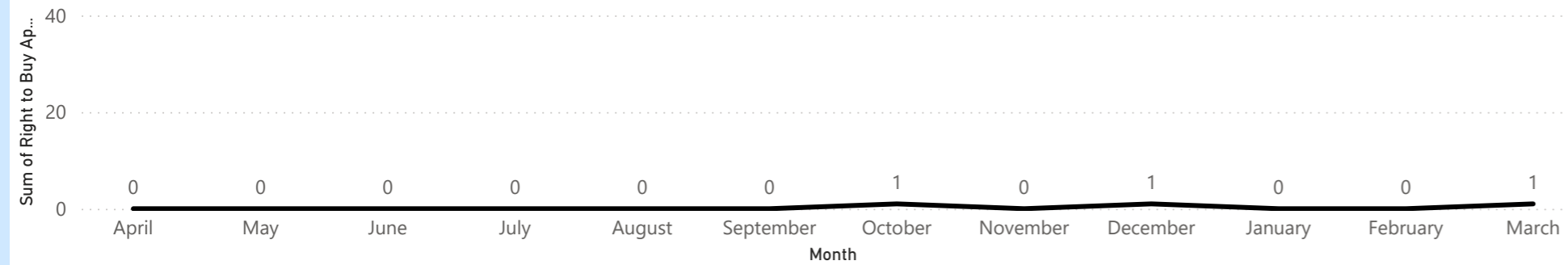
RTB Exceeding Timescale

Target: 0

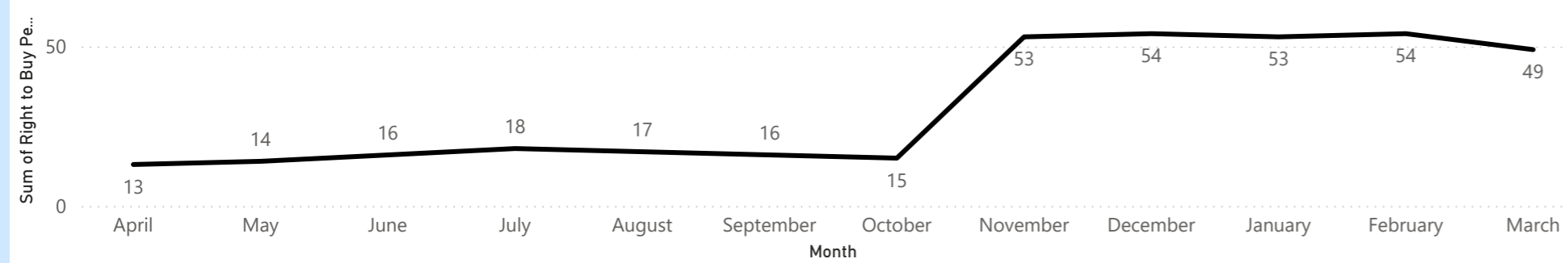
### Context:

- Further measures are being introduced from April 2025/26.
- There was a large increase in Right to Buy Applications in November due to the change in Right to Buy legislation in November 2024 in which there was a decrease in the amount of discount offered.
- There are currently 6 RTB applications exceeding timescales due to outstanding plans and valuations.
- In terms of the outstanding plans, the teams have planned visits to create new plans.
- There is a delay in valuations due to the high number of requests that came through towards the end of 2024. City Surveyors are responsible for contacting the independent valuers to get the valuations completed. All are currently in progress.

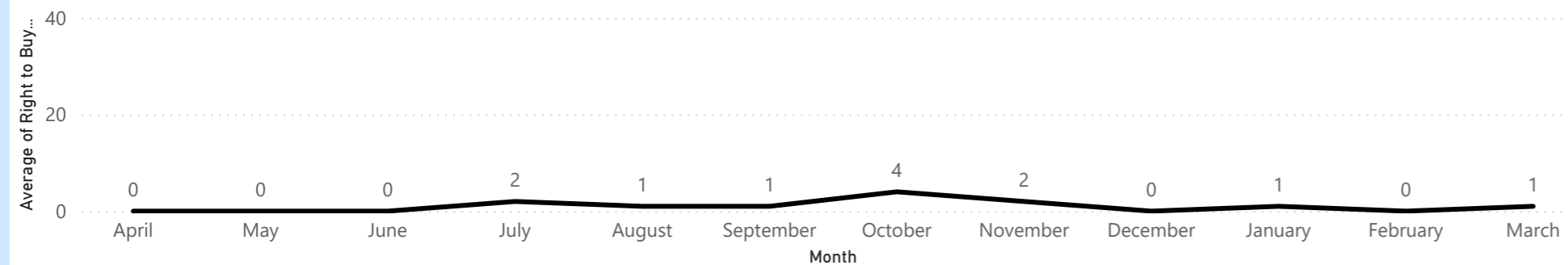
## Right to Buy Applications Completed



## Right to Buy Applications Pending



## Right to Buy Applications Withdrawn

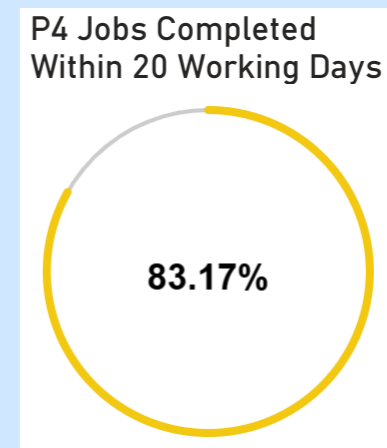
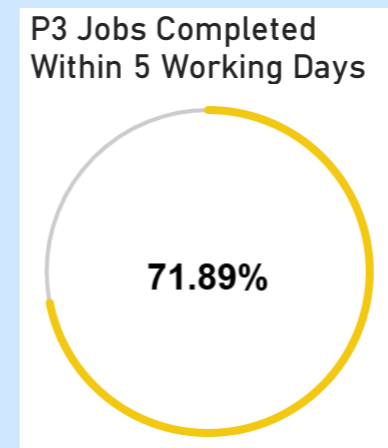
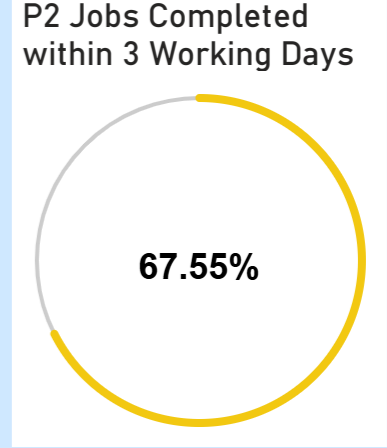
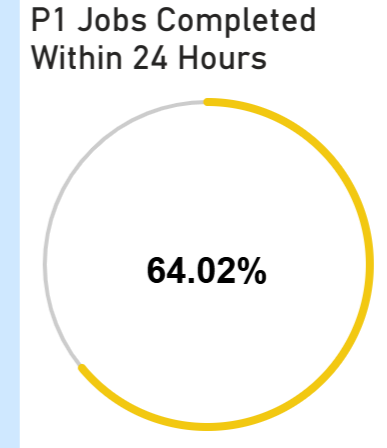
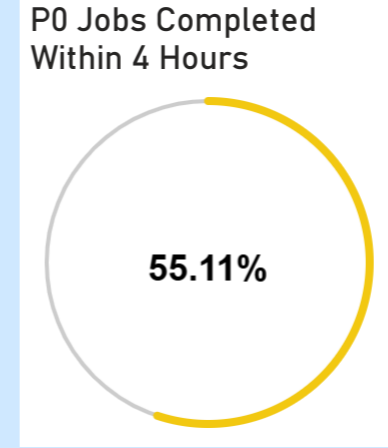
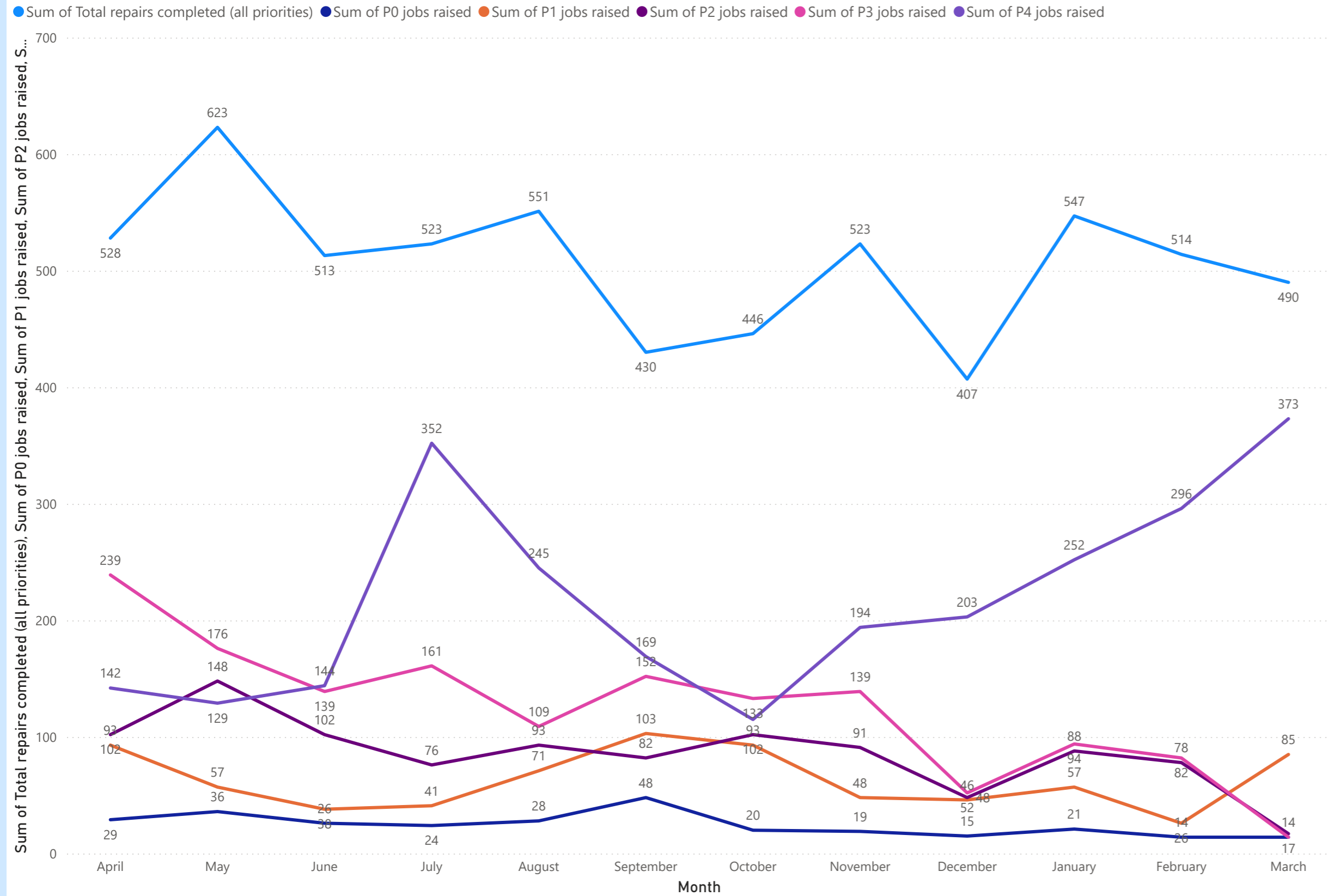




# Repairs

Month  
All

## Repairs Completed



Targets for all priorities: 95%

### Context:

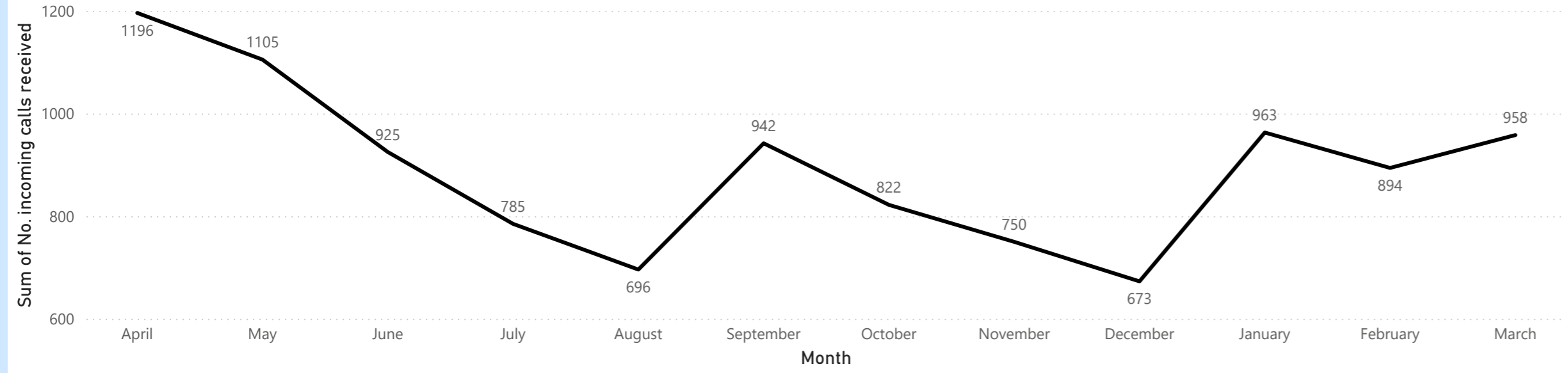
- The system for categorising repairs changed under the commencement of the new Repairs and Maintenance contract. From 1 April 2025 there are 2 priorities - emergency (complete within 24h) and non-emergency (complete 20 working days).
- It is expected that this streamlined categorisation will improve completion rates within timescales because repairs will be prioritised more accurately and Chigwell will be able to manage their operatives more efficiently and within their resource capacity.
- A number of additional measures for monitoring Repairs performance will be implemented from 2025/26.
- Active monitoring of correct repairs priority allocation, implemented in November 2024, has delivered a distinct reduction in the volume of urgent P2 and P3 jobs raised. As a result there has been a suitable increase in P4 Routine jobs raised in line with expected ratios. This has resulted in a sustained improvement in the performance completion against target timescales for these priorities because Wates have been better able to manage operative's appointments and attendance within their resource capacity.

Manager Responsible: Beverley Andrews (Head of Property Services) [beverley.andrews@cityoflondon.gov.uk](mailto:beverley.andrews@cityoflondon.gov.uk)

# Repairs Service Desk

Month   
 All

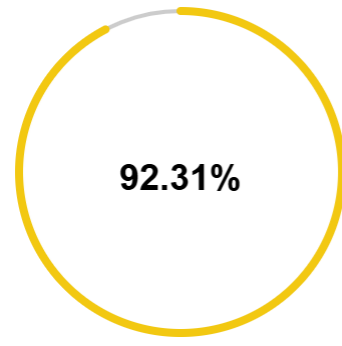
## Number of Incoming Calls Received



### Context:

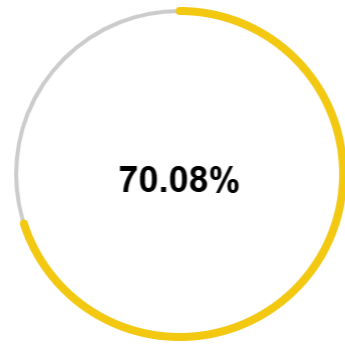
- The information about call-answering stats comes from the Cirrus reporting portal. Abandoned calls are tracked as either short-abandoned calls (where the customer hangs up immediately) or long-abandoned calls (where the customer is in the queue).
- The current stats of % of calls answered include short and long abandoned calls. Future reporting will be adjusted so that only long-abandoned calls are recorded as calls not answered.
- Additional measures relating to the Property Services Inbox will be recorded from 2025/26.
- The figures reported cover HRA calls only. However, the Repairs Service Desk also take a volume of calls from Barbican residents.
- When gas repairs are reported, the call is automatically routed to TSG and therefore will never be answered by the Repairs Service Desk. Those calls will also show as a 'failure' in the data. The industry standard is 95% for calls answered to factor in this type of scenario.
- For 2025/25, we will set a target of 75% for % of calls answered within 30 seconds.

% of incoming calls answered (average)



Target: 95%

% of calls answered in 30 seconds



**53.57**

Average No. of Seconds to Answer a Call

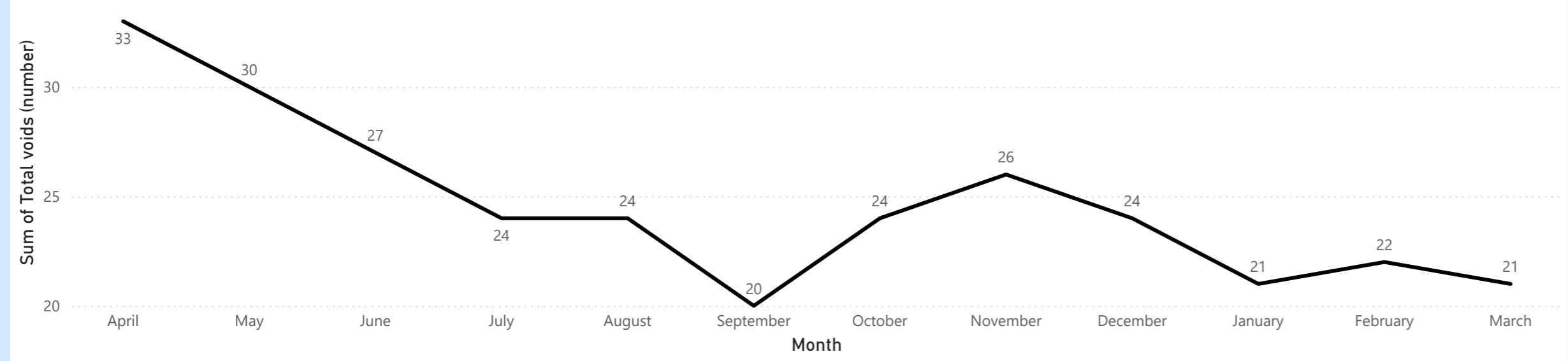
**298.24**

Average Call Handling Time

# Empty Properties

Month   
All

## Total Number of Voids

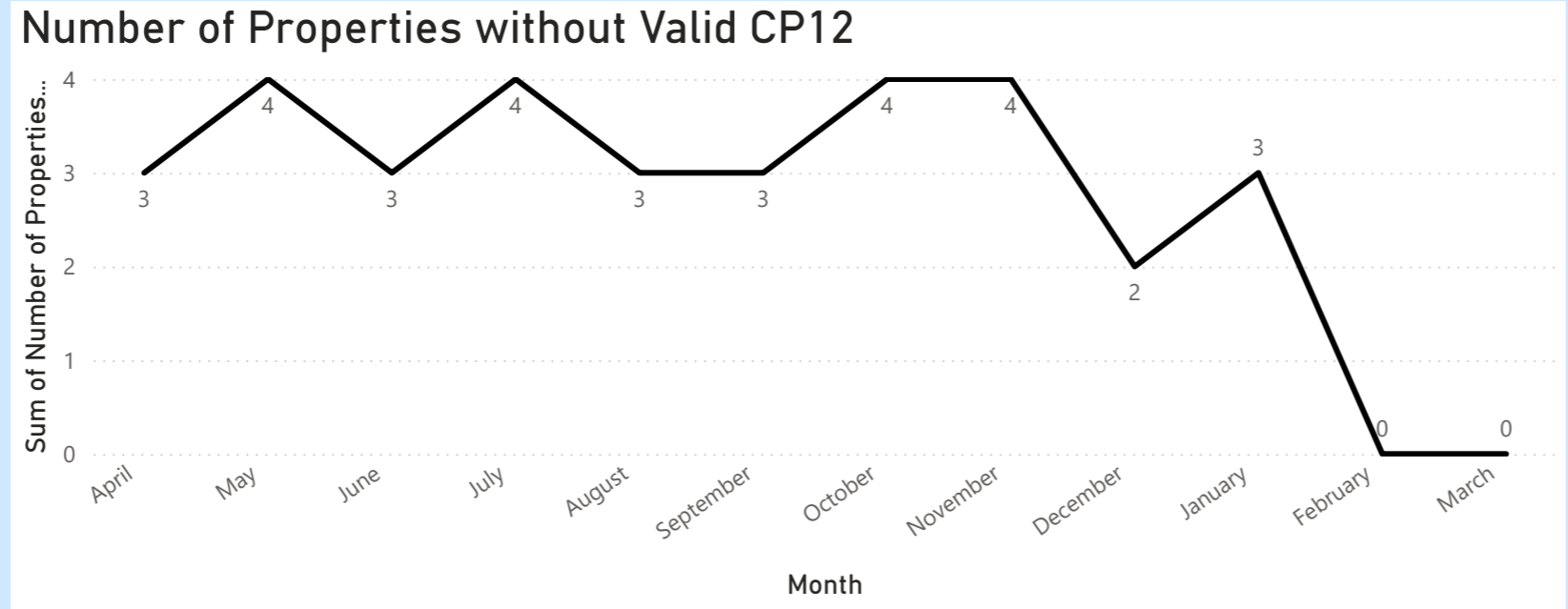
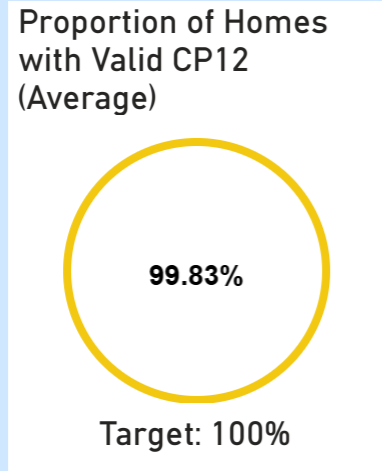


### Context:

- The end-to-end process has been reviewed as part of the new repairs contract mobilisation.
- We have reviewed the voids process, how a void is recorded in our system, and the data that supports void management. As a result of that, we expect to report on additional metrics in 2025/26.

# Gas Safety

**1702**  
Number of Homes Requiring Annual CP12

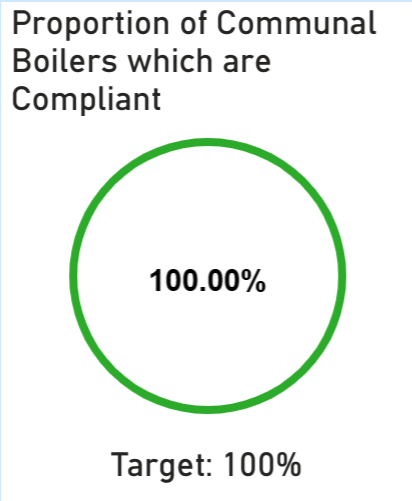


**Context:**

- All cases that are non-compliant are not due to contractor performance but are typically the result of tenant no-access issues. In these instances, the team will have followed the full 3-stage process and referred the case to Housing Management and the Legal Team to pursue appropriate court action.
- Gas servicing is conducted on a 10-month rolling cycle to ensure CP12 certificates are renewed within the 12-month period. While this process is effective in most cases, delays can occur when an injunction or possession order is required.

**7**  
No. of Blocks with Communal Boilers

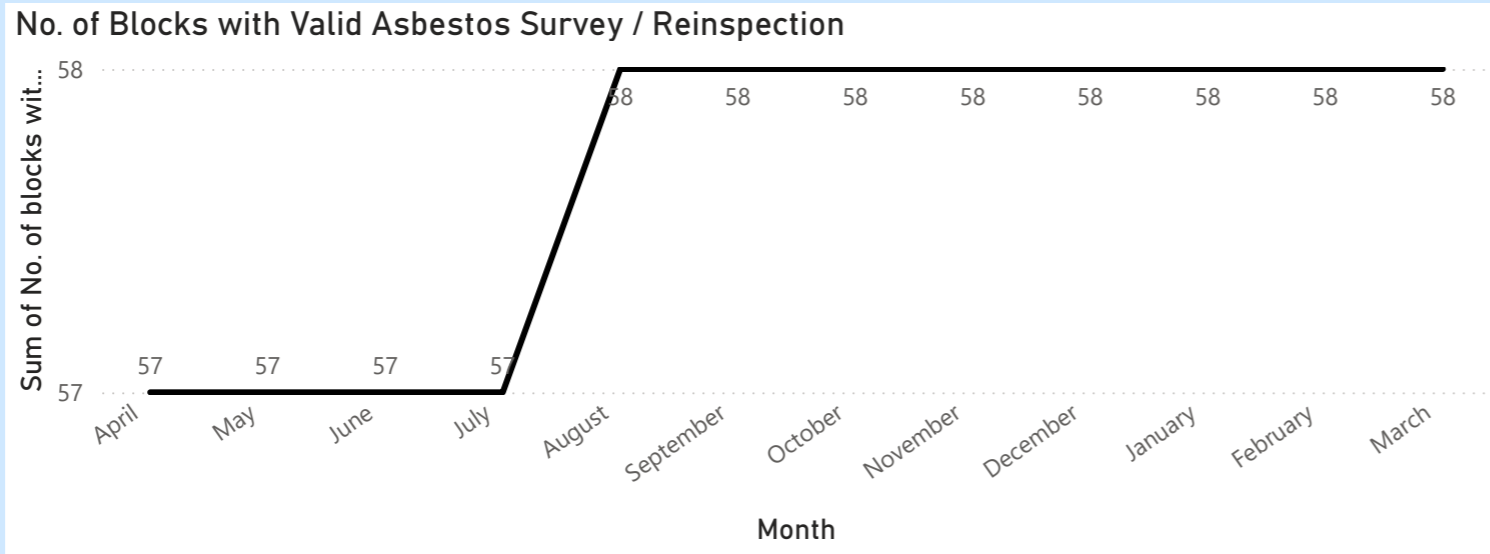
**7**  
No. Of Communal Boilers with Valid Safety Certificates



# Asbestos Checks

Month   
All

**58**  
Blocks Requiring Asbestos Surveys/Inspections  
Target: 58



Proportion of Blocks with Valid Asbestos Survey / Reinspection (Average)  
**99.33%**  
Target: 100%

**Context:**

- There was an issue with asbestos surveys which was picked up on an annual return in 2024/25 and the issue has now been corrected.

**857**  
Homes (LCRA) in Blocks Requiring Asbestos Survey/Reinspection  
Target: 857

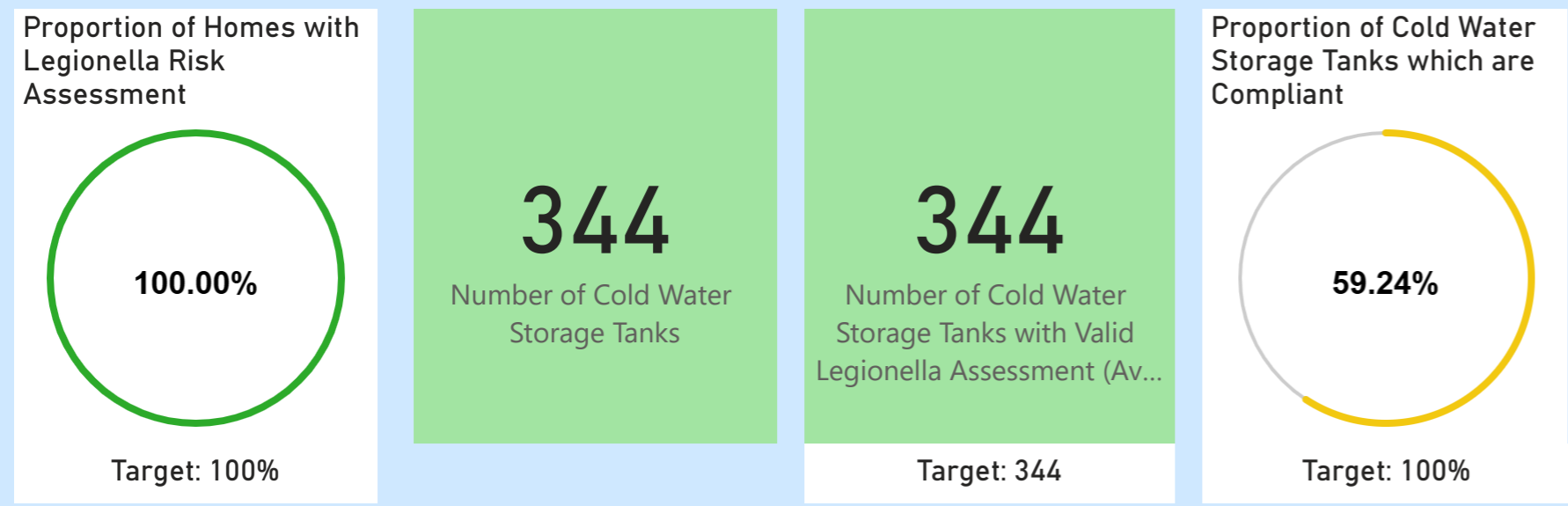
**857**  
Homes (LCRA) with valid asbestos survey/reinspection  
Target: 857

**1874**  
No. of Homes in Blocks Requiring an AMS or reinspection  
Target: 1874

**1874**  
Average of No. of homes in blocks with valid AMS or re-inspection Targ...  
Target: 1874

Proportion of homes (LCRA) in blocks with valid AMS or re-inspection  
**100.00%**  
Target: 100%

# Water Safety

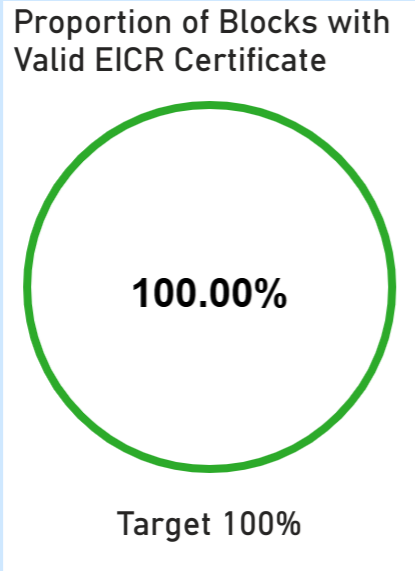


**Context:**

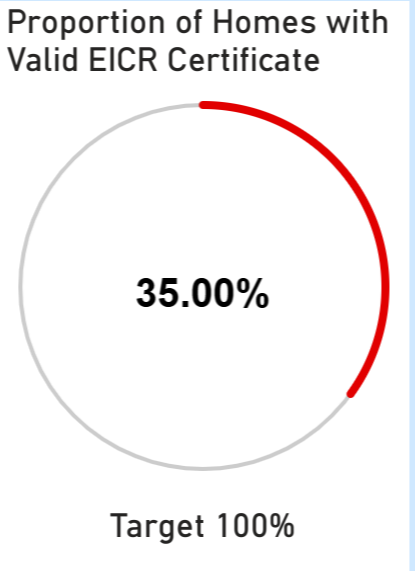
- As of February 2025, the number of cold water storage tanks was updated to 344 from 253.
- There is 100% compliance on the legionella risk assessment element.
- The work is being done in terms of inspections and water sampling, but the team are not currently receiving the specific data in a suitable format to enable them to regularly monitor tank inspections completed within the required due date. Therefore, whilst the work is being done, the team cannot formally state that the Cold Water Storage Tanks are compliant.
- The Water contract is being re-procured in 2025. It is due for renewal from 1 October. As part of the new contract and the tender process, one thing the team are focused on is making sure that the new supplier is able to provide us with the correct performance data and compliance information.
- The Head of Repairs and Maintenance was made aware of the issue in November 2024 and therefore the data presented only represents an average from Nov 2024 - Mar 2025.
- The Team are looking at taking a more proactive approach such as notifying residents and Estate Teams in advance of Guardian's visit, so they have more of a chance of gaining access.

# Electrical Safety

**134**  
No. of Communal Installations Requiring EICR Certificate



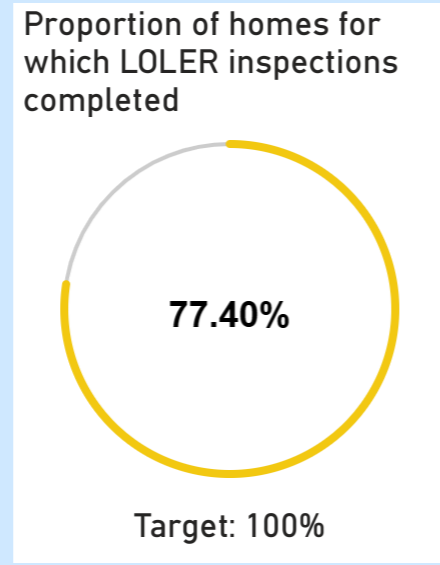
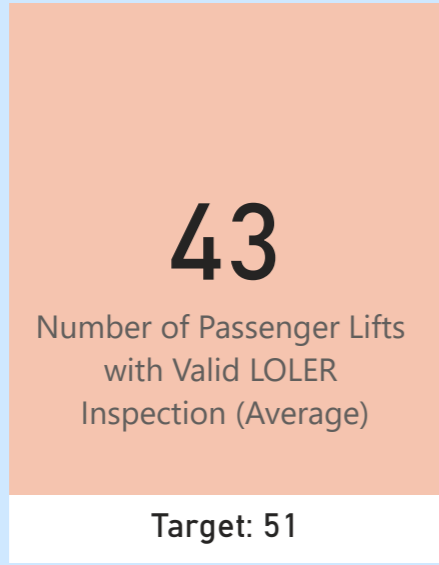
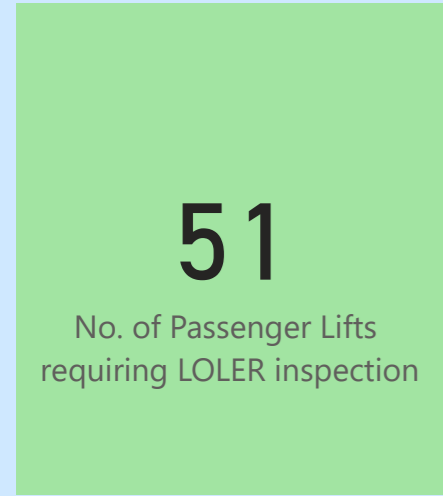
**1982**  
Homes Requiring an EICR Certificate



**Context:**

- The number of units requiring a test is 1982 based on the current Civica Asset List.
- Properties built in 2018 and 2023 are excluded from the total because new installations require their first test after 10 years rather than 5.
- The number of tests completed has been updated to 699 (35%) based on a list of test records provided by Guardian electrical (462) and from Wates and Abbots voids (237).

# Lift Safety

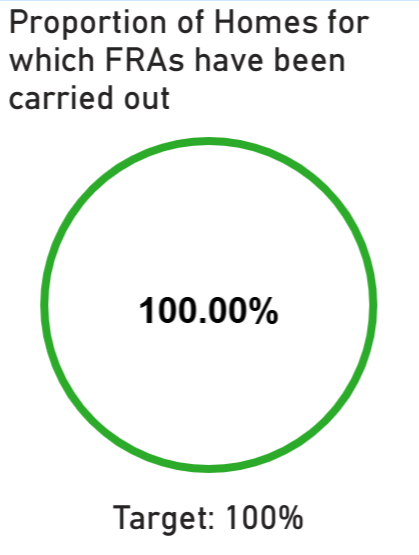


**Context:**

- The data provided represents performance data from January 2025 onwards, when the team were given access to the BES Insurance portal and provided with training on how to extract the data from that management system.
- There are 8 lifts without a current LOLER certificate, this is mainly due to lifts being out of service when the inspector has tried to complete the LOLER inspection.



# Fire Safety



**Context:**

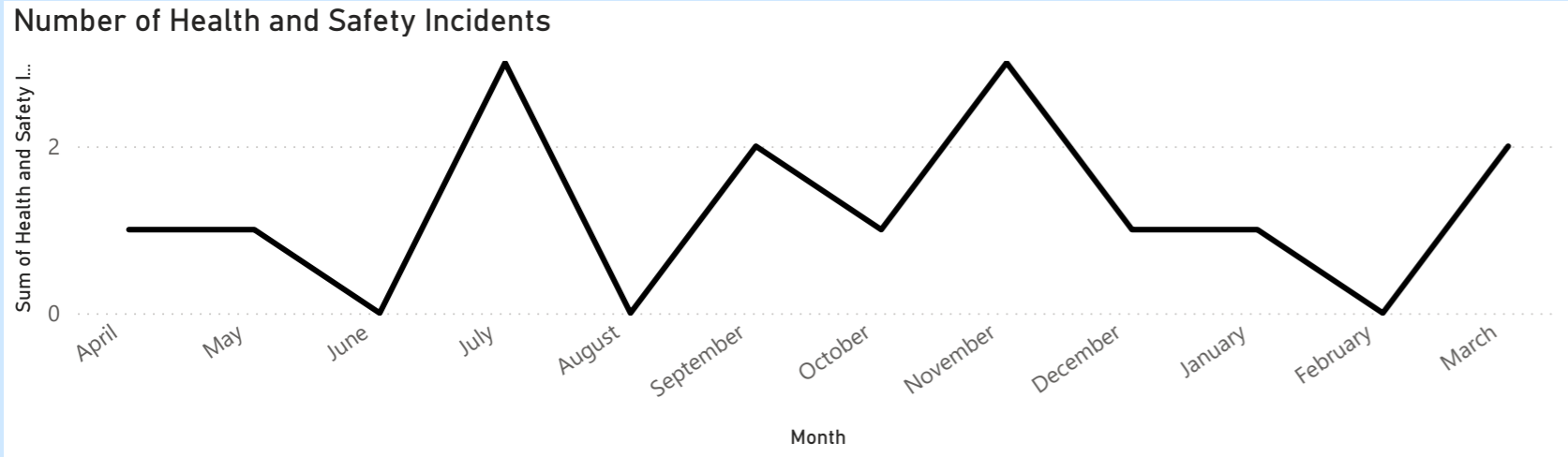
- We aim to report more information on fire safety in 2025/26.

# Health and Safety

Month   
All

**2**  
Health and Safety Near Misses

**1**  
RIDDOR Reportable Incidents



**15**  
Sum of Health and Safety Incidents

**Context:**

- The number of health and safety near misses is lower than would be anticipated. Staff have been reminded of the importance of regularly reporting all near misses and incidents.
- The RIDDOR reportable incident took place in September 2024 and was from a penetration injury from a sharp object.
- Examples of health and safety incidents include: burn, cut feet on broken glass, verbal abuse of staff or contractors.

1948

Target Decent Homes

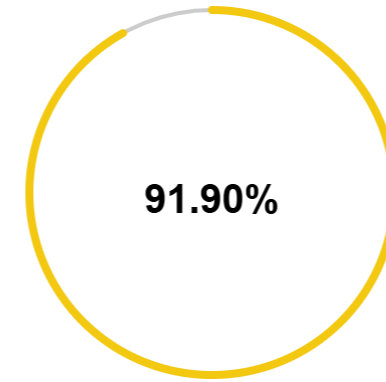
72

Tenant Refusals (Not Included in Final Figures)

1876

Number of Homes Measured (Not inclusive of tenant refusals)

% Decent Homes



Target: 100%

### Context:

- In 2025, a Stock Condition Survey will be taking place which will identify the condition of components. This will give us more detailed Decent Homes Data.
- There were some issues with access to Keystone (Asset Management System), however, changes are being implemented to ensure that the data is continuously up to date.
- There has not been a Decent Homes Programme under the Major Works Team for a number of years. Currently, Decent Homes work is being completed on an ad-hoc basis through the Repairs & Maintenance Service as an interim measure.
- The 'Target Decent Homes' number has been updated from the previous report to reflect the following: Tenant Refusals + Number of Decent Homes (Not Inclusive of Tenant Refusals) + Number of Non-Decent Homes (Not Inclusive of Tenant Refusals).

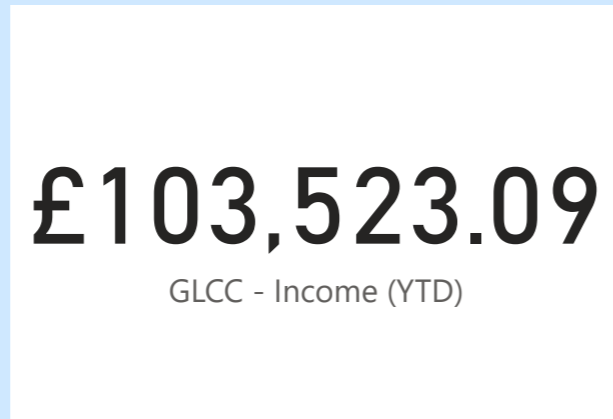
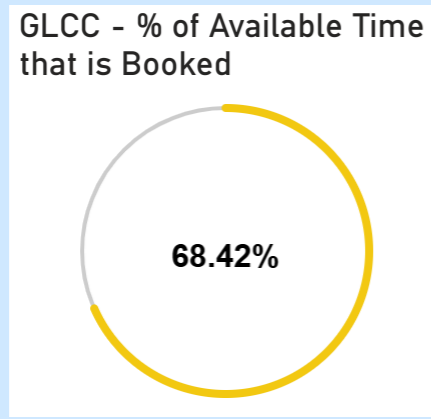
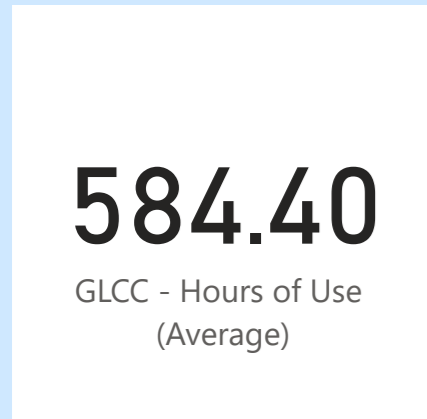


# Resident Involvement

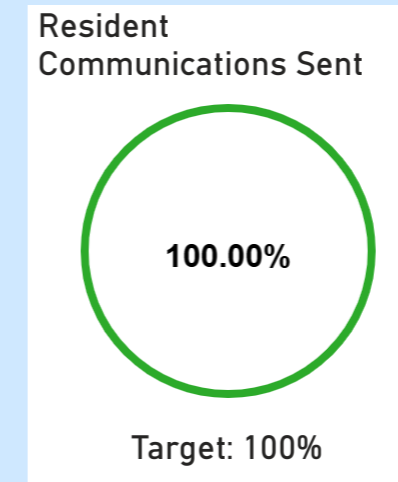
Month ▼

All ▼

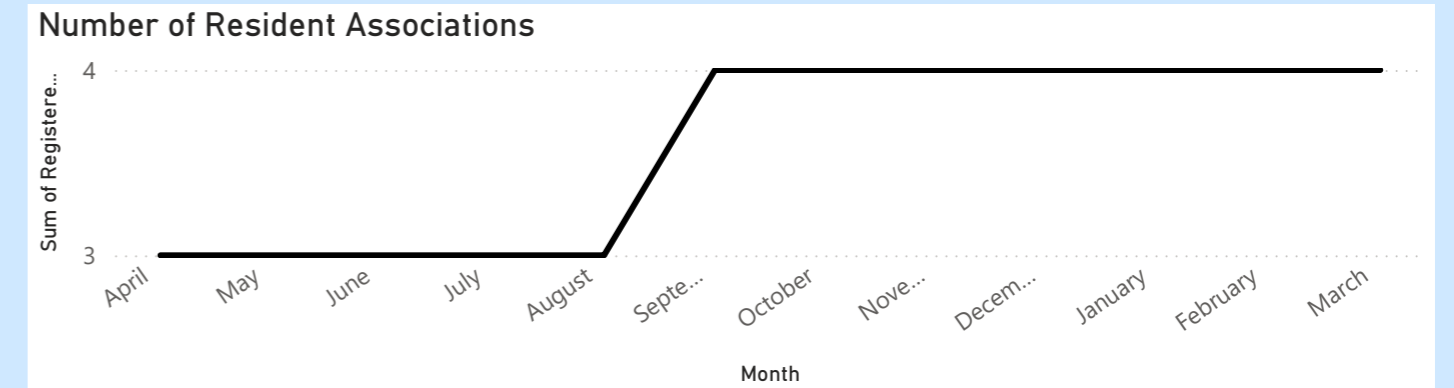
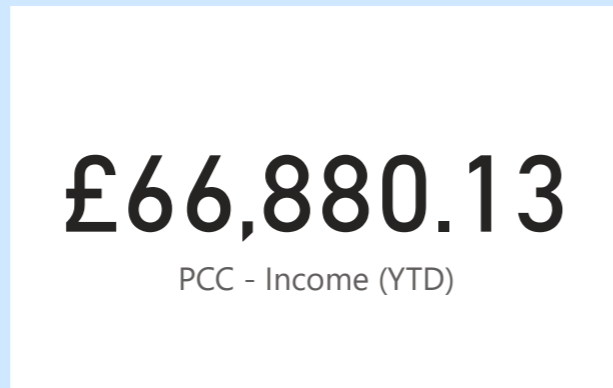
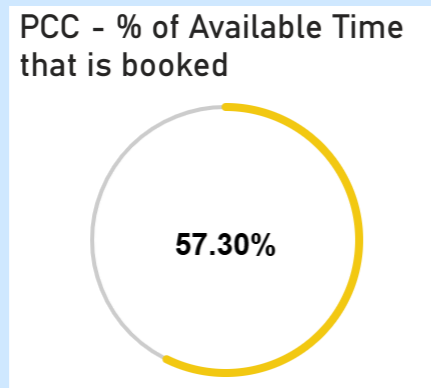
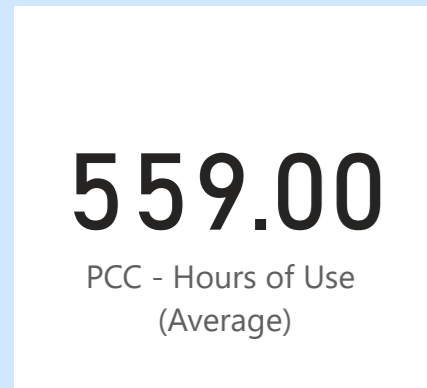
## Golden Lane Community Centre:



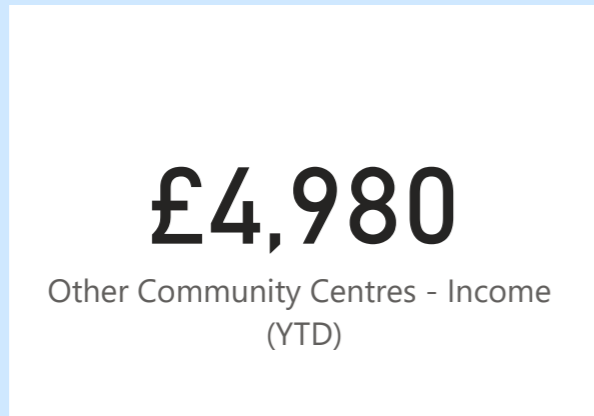
## Resident Comms/Involvement:



## Portsoken Community Centre:



## Other Community Centres:



### Context:

- More information on 'other community centres' will be provided in 2025/26 with the re-opening of some community centres. .
- There is an intention to send a minimum of 10 resident communications per year.
- For 2025/26 dashboard, RAG rating will be removed from % of available time booked as this is not set against a target.

### **3. Notice of Deficiency – City of London Almshouses, Lambeth**

#### **Members are asked to note that the London Fire Brigade has served us with a Notice of Deficiency**

Members may recall that a fire brigade inspection was mentioned at the meeting in November 2024. We received the notice in December 2024. We have been given until June 2025 to audit and replace self-closers on flat entrance doors, remove some obstructions found in the means of escape including staircases and introduce a maintenance regime for the fire panel / alarm system. Raymond Ozogulu is managing the progress made on rectifying issues identified within the identified timetable.

The work is progressing, and the project manager is keeping the London Fire Brigade informed as to the progress being made.

### **4. Mobilisation of the Chigwell and Elkin repairs contract and Demobilisation of the Wates repairs contract**

#### **Chigwell**

A soft mobilisation of some aspects of the Chigwell contract commenced in March 2025, and the contract went live in April 2025. It is still early days but early indications are that Chigwell will be a good fit for us. As well as making sure that repairs are being carried out as required the focus is on getting our systems integrated to support efficient delivery of the service. This has been enhanced by us having Chigwell team members based in the office with us.

Unsurprisingly, it has identified issues where we need to improve internally and this is being addressed with some pace.

Road Shows are being planned on estates over the summer to give residents an opportunity to meet Chigwell face to face should they want to do so.

#### **Elkins**

This contract has also been mobilised, and we are working with them to integrate our systems to allow us to work as efficiently as possible. Again no major issues have been encountered so far.

### **5. Local Authority Leads – Members and SMT**

The previous Housing Management and Almshouses Sub Committee had adopted a local authority lead system where members were twinned with a borough and a member of the Housing SMT team.

The intention is for members to learn more about their twinned borough and its profile – examples of this are getting involved in a new build scheme and any issues that may arise, attending public meetings with residents if appropriate etc. It is not an onerous ask and should serve to allow you to see housing's inner workings from a different perspective. Assuming that the existing members are happy to continue with their boroughs the vacancies are as indicated below:

| <b>Member</b> | <b>Local Authority</b>         |
|---------------|--------------------------------|
| Vacancy       | Islington                      |
| John          | Tower Hamlets and Middx Street |

Ceri / Maternity Leave Cover / Job Share?  
Vacancy  
Sandra Jenner  
Vacancy

Hackney and Golden Lane Estate  
Lambeth  
Southwark  
Lewisham

Please get in touch if you would like more information, it would be good to allocate Members at the meeting if at all possible.

## **6. Housing Senior Management Team Update**

### **Paul Barton**

I am pleased to announce the Paul Barton has joined us as Interim Head of Health and Fire Safety. Paul will be reviewing health and fire safety across DCCS with a special emphasis on Housing and the Barbican. He will produce a gap analysis, work with us to produce an action plan and develop a structure for the team that DCCS needs to put in place.

### **Kindy Bansal – Shah**

Kindy has joined us for 6 months as the Golden Lane Estate Co-ordinator. Kindy's focus will be working with the Heads of Service responsible for operational delivery to better co-ordinate our work on the estate. Kindy will client the meanwhile works programme.

## **7. DCCS Corporate and Departmental Risks**

Please see below the most recent update of the risk map for review and discussion.

### **Key Data**

Key data contained in Appendices 1 - 10

### **Corporate & Strategic Implications**

Strategic implications – none

Financial implications – none

Resource implications – none

Legal implications - none

Risk implications – we previously reported that we reviewed our risk position regarding compliance matters. This is an area that we are keeping under close review.

Equalities implications – none

Climate implications – none

Security implications – none

### **Conclusion**

Members are asked to approve the new and revised policies presented in appendices 1-7, and note the supporting information to the changes to the decorations scheme covered in appendices 8-9 and the Performance Update for 2024-25 illustrated in Appendix 10. Please also note the update on the City of London Almshouses – Lambeth the progress being made on the Mobilisation and

Demobilisation of the repairs and maintenance contracts, the call for expressions of interest in the Member Local Authority Leads and an update on new recruits to the Housing Senior Management Team.

**Peta Caine**  
Director of Housing

E: [peta.caine@cityoflondon.gov.uk](mailto:peta.caine@cityoflondon.gov.uk)

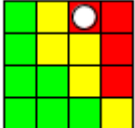
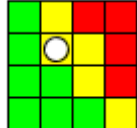
# DCCS Corporate and departmental risks - detailed report EXCLUDING COMPLETED ACTIONS

Report Author: Liane Coopey

Generated on: 11 June 2025



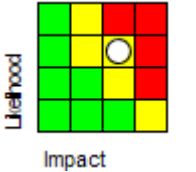
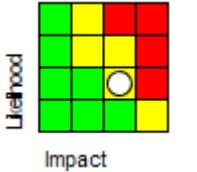

Rows are sorted by Risk Score

| Risk no, title, creation date, owner | Risk Description (Cause, Event, Impact)  | Current Risk Rating & Score  |    | Risk Update and date of update   | Target Risk Rating & Score  |   | Target Date/Risk Approach | Current Risk score change indicator |
|--------------------------------------|--|--|----|--|---|---|---------------------------|-------------------------------------|
| DCCS HS 005<br>Major works programme | <p><b>Cause:</b> Shortfall in funding/increase in costs of current major works programme<br/> <b>Event:</b> Inability of the City of London to fund current and planned major works improvements and fire safety works<br/> <b>Effect:</b> Detrimental to property conditions and living standards, reputational damage.</p> |  <p>Likelihood</p> <p>Impact</p> | 16 | <p>A 10-year Major Works programme (2026-36) has been fully drafted in March 25, which reflects a more expansive investment package for the Golden Lane Estate. The intention is to share this with colleagues at a scheduled SLT Meeting in April and RASC Meeting in July 2025, where it will form part of the Appendices to a joint growth bid paper (along with the New Developments and Special Projects Team) that is currently being drafted. The shortfall is now estimated to be significantly more than £60m but will be detailed in the report. A new Stock Condition Survey is currently out to tender. The results of which will then feed into the re-drafted programme.</p> |  <p>Likelihood</p> <p>Impact</p> | 6 | 31-Mar-2026               | ↑                                   |




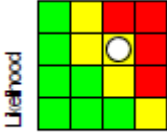
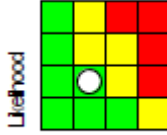
|                             |  |  |  |             |  |  |        |            |
|-----------------------------|--|--|--|-------------|--|--|--------|------------|
| 07-Jan-2020<br>Gregory Wade |  |  |  | 12 May 2025 |  |  | Reduce | Increasing |
|-----------------------------|--|--|--|-------------|--|--|--------|------------|

| Action no    | Action description   | Latest Note  | Action owner | Latest Note Date | Due Date    |
|--------------|--|--|--------------|------------------|-------------|
| DCCS HS 005a | Review of major works programme alongside other works including fire safety improvements and planned maintenance | A number of Gateway 1 Reports were successfully submitted to Housing Programme Board in April. A further 6-7 Gateway 2+ reports are in the process of being submitted to June Corporate Projects Board, in line with the intended programme. | Gregory Wade | 03-Jun-2025      | 30-Jun-2025 |

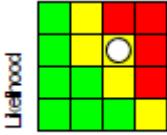
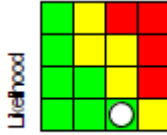
| Risk no, title, creation date, owner                         | Risk Description (Cause, Event, Impact)   | Current Risk Rating & Score   | Risk Update and date of update  | Target Risk Rating & Score  | Target Date/Risk Approach        | Current Risk score change indicator   |
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| DCCS HS 003<br>Lone Working<br><br>14-Jan-2016<br>Peta Caine | <p><b>Cause:</b> Failure to conduct proper risk assessments, allocate lone working devices, provide necessary training, and ensure effective management supervision to support lone workers</p> <p><b>Event:</b> Fail to enforce corporate policy and guidance followed by legislation. Lone working staff not taking adequate control measures if an event was to occur.</p> <p><b>Effect:</b> Lone working staff at risk of physical or mental harm, which could result in investigation and legal action, damaging the reputation of the City of London.</p> |  <p>12</p> | <p>Staff are supplied with new devices on request. Staff have also been given the opportunity to access the mobile app instead of the device. Monitoring is continuing on a monthly basis - reports are being sent to team managers to encourage them to take ownership of device usage. Two device training sessions have been held in February 25 - one for users and one for managers. Escalation plans have been reviewed for all teams.</p> <p>12 May 2025</p> |  <p>8</p> | <p>31-Dec-2025</p> <p>Reduce</p> |  <p>Constant</p> |

| Action no    | Action description  | Latest Note   | Action owner | Latest Note Date | Due Date    |
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| DCCS HS 003d | Monthly monitoring of Skyguard usage  | <ul style="list-style-type: none"> <li>Monitoring continues on a monthly basis with information reported to relevant Assistant Directors</li> <li>Lower risk lone workers (eg Project Managers) have been offered use of mobile app as an alternative to usage of the device (with line manager approval)</li> <li>Monthly stats of usage are being sent to AD Housing &amp; People for them to discuss with their management team</li> <li>Usage reports being sent to relevant Team Managers to identify staff that are not using their devices in order that they can address non usage of devices with staff</li> <li>Team managers to be asked to have lone working as a set agenda items for team meetings (where appropriate)</li> <li>Team managers are asked to discuss lone working in regular one to one meetings to ensure staff well-being and address any concerns they might have</li> </ul> | Peta Caine   | 12-May-2025      | 31-Dec-2025 |
| DCCS HS 003e | DCCS Lone working risk assessments to be reviewed   | H&S Lead has been tasked with working with team managers to review and digitise lone working risk assessments to identify potential hazards specific to job roles. This will include evaluating the work environment, tasks, and any potential threats from clients or the public.  | Peta Caine   | 12-May-2025      | 30-Jun-2025 |
| DCCS HS 003f | Team Managers will be asked to invite H&S Advisor to attend team meetings on an ad hoc basis to discuss lone working and provide guidance for lone workers on safety procedures, emergency protocols, and how to handle aggressive behaviour. Peoplesafe have been asked to provide refresher training for managers | 2 training sessions on lone working devices were held in February 25, one for Managers and one for Staff. Business Support Manager attended DCCS Staff forum in early March 25 to discuss lone working and address issues raised by staff   | Peta Caine   | 12-May-2025      | 30-Jun-2025 |

| Risk no, title, creation date, owner  | Risk Description (Cause, Event, Impact)  | Current Risk Rating & Score |           | Risk Update and date of update  | Target Risk Rating & Score |          | Target Date/Risk Approach | Current Risk score change indicator   |
|---|--|-----------------------------|-----------|---|----------------------------|----------|---------------------------|---|
| <b>DCCS HS 008</b><br><b>Delivery of Repairs &amp; Maintenance services to City</b> | <b>Cause:</b> Repairs & Maintenance of managed homes not being carried out effectively and in a timely manner due to poor contractor performance and contract management |                             | <b>12</b> | Mobilisation of the new R&M contract with Chigwell commenced on 1st April, as intended. After commencement of the new contract, there will be a 3–6-month period of |                            | <b>4</b> | 31-Mar-2026               |  |

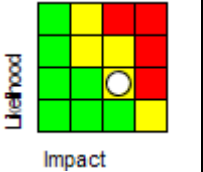
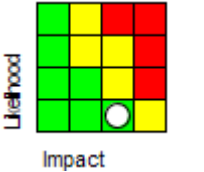

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| of London Housing residents | <p><b>Event:</b> Failure to deliver a high-quality Repairs &amp; Maintenance service to City of London Housing Service tenants and leaseholders</p> <p><b>Effect:</b> Poor quality homes for tenants and leaseholders can impact on health, safety and wellbeing. There also an impact on the property portfolio and the potential for reputational damage.</p> |  <p>Likelihood</p> <p>Impact</p> |  | <p>‘hyper care’ to embed new processed and stabilise service provision. Co-location of Chigwell Schedulers and Contract Manager within the Barbican Estate Office is working well.</p> <p>There is now a more comprehensive suite of KPIs for the new contract and performance against KPIs is subject to financial incentivisation.</p> <p>The new stock condition survey remains on target and will be undertaken during 25/26. The aim is to survey all properties during this period, subject to access being provided</p> <p><b>08 May 2025</b></p> |  <p>Likelihood</p> <p>Impact</p> |  |  | Reduce      | Constant         |
|                             |   |  |  |  |   |  |  | 20-Jun-2024 | Beverley Andrews |

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| Risk no, title, creation date, owner                                | Risk Description (Cause, Event, Impact)   | Current Risk Rating & Score  | Risk Update and date of update | Target Risk Rating & Score   | Target Date/Risk Approach   | Current Risk score change indicator |             |                                     |
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| DCCS HS 009<br>Statutory Compliance Requirements<br><br>12-Nov-2024 | <p><b>Cause:</b> Failure to undertake and provide evidence of periodic statutory inspections of buildings, and mechanical and electrical equipment within buildings.</p> <p><b>Event:</b> Lack of designated, competent resources to effectively manage compliance delivery within statutory timescales and provide assurance across all areas.</p> |  <p>Likelihood</p> <p>Impact</p> | 12                             | <p>The reconciliation exercise is complete. Any new equipment identified, is added to our existing servicing programmes with inspections taking place at the required frequency.</p> <p><b>09 May 2025</b></p> |  <p>Likelihood</p> <p>Impact</p> | 4                                   | 31-Mar-2026 | <span style="color: blue;">■</span> |

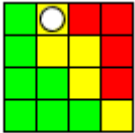
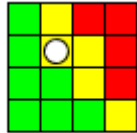

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| Beverley<br>Andrews; Peta<br>Caine | Missing, inaccurate or inaccessible compliance data, stored in multiple third-party systems.<br><b>Effect:</b> Potential for serious harm to residents, visitors and contractors.<br>Potential for legal enforcement action and reputational damage along with significant unforeseen costs to remedy |  |  |  |  |  | Reduce | Constant |
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| Action no     | Action description   | Latest Note   | Action owner     | Latest Note Date | Due Date    |
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| DCCS HS 009 b | Identify resources required to maintain statutory compliance as business as usual.   | Recruitment for an interim to permanent Compliance Contractor is underway. Recruitment of 2 Compliance data officers will also take place in Q1 25/26   | Beverley Andrews | 12-May-2025      | 30-Sep-2025 |
| DCCS HS 009 d | Confirm and document compliance processes and required metrics and identify gaps in process and resource.                            | The SureService contract started on 25/04/25. Fire equipment servicing management and the associated compliance documentation, will be handled through a joint SharePoint site, to reduce administration. We are working with Guardian Water to improve accessibility of water hygiene data in their portal.<br><br>The process for periodic electrical testing will be defined as part of an emergency procurement, for a start in early June 2025 | Beverley Andrews | 12-May-2025      | 30-Jun-2025 |
| DCCS HS 009 e | Create compliance 'dashboard' to provide single view of current compliance performance and to assist in managing compliance actions. | As long as compliance data remains fragmented in different contractor portals and in COLs Sharepoint and Keystone Database, we are only able to provide an excel tracker of current compliance which must be manually populated.<br><br>We are exploring options to speed up the implementation of CX Asset Management & Compliance to deliver the solution to this issue.  | Beverley Andrews | 12-May-2025      | 31-Dec-2025 |
| DCCS HS 009 f | Define user IT requirements for compliance delivery & determine Civica capability.   | Following an options appraisal for adopting the existing COL Concerto system to manage HRA compliance, the time, cost and resource required, would be better invested in a fast-track delivery of CX Asset Management   | Beverley Andrews | 12-May-2025      | 30-Jun-2025 |
| DCCS HS 009 g | Identify compliance skills and knowledge gaps within the team and provide training.  | The team now require asbestos awareness refresher training, and we are looking to provide this via our licenced Asbestos contractor – Eton Environmental in Q2 25/26  | Beverley Andrews | 12-May-2025      | 30-Jun-2025 |

| Risk no, title, creation date, owner   | Risk Description (Cause, Event, Impact)   | Current Risk Rating & Score  |   | Risk Update and date of update   | Target Risk Rating & Score  |   | Target Date/Risk Approach | Current Risk score change indicator   |
|--|---|--|---|--|---|---|---------------------------|---|
| <b>DCCS HS 002</b><br><b>Failure to carry out and review effective Fire Risk Assessments for more than 5000 units of residential accommodation and a number of commercial units</b><br><br>14-Jan-2016<br>Peta Caine | <b>Cause</b> Fire Risk Assessments for managed properties not carried out effectively.<br><b>Event</b> Fires do occur from time to time. Effective Assessments reduce the risk and identify if any changes to procedures or maintenance regimes that need to be reviewed or introduced.<br><b>Effect</b> Fires can lead to significant property damage and potential loss of life |  | 8 | A programme of Fire Risk Assessments has been completed by Turner Townsend. All HRA and Barbican Estate inspections have been completed and reports received. Action plans have been completed with monthly monitoring meetings taking place and reported to the Housing Fire Task Group. Works have been identified and are being carried out over a period of 18 months to 2 years. These works include the retrofitting of sprinkler systems in 5 high rise blocks, works to improve compartmentalisation and the replacement of entrance doors to meet current fire safety standards<br><br><b>08 May 2025</b> |  | 4 | 31-Dec-2025               |  |
|  |   |  |   |  |   |   | Reduce                    |   |

| Action no    | Action description  | Latest Note   | Action owner | Latest Note Date | Due Date    |
|--------------|---|---|--------------|------------------|-------------|
| DCCS HS 002c | Community and Children's Services Committee has approved the retrofitting of sprinklers in the 5 high rise tower blocks within the City's social housing portfolio. | Petticoat Tower -18 flats completed out of 88 properties. This includes fitting of sprinkler heads, LD1 fire alarm devices and evacuation system modules within flats. Installation of central alarm panel, communal risers and control valves across 23 floors within the tower has been completed. Water reserve tank has been built ready for commissioning. Access into occupied flats continues to be a significant challenge. The project team remain optimistic that further engagement will encourage more residents to accept the installation works. A presentation was held offering a variation of the works which led to three options being presented to the residents. The first being the full installation of the sprinklers, the second option offering smoke & heat alarms with the evacuation system and the third option being smoke and heat alarms. A further door knocking session has been completed along with a letter drop for residents to confirm their chosen option. Since the presentation and letter drop | Peta Caine   | 03-Jun-2025      | 31-Dec-2025 |

|              |   |   |            |             |             |
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|              |   | 33 residents have confirmed their options. As agreed within the last report, it is intended to deliver the boxing encasement for all pipework recently installed (retrofit sprinklers and communal heating). Variations have been encountered increasing the scope of work in the contract. Avondale Estate Point Blocks - In-flat installations are complete. The previously anticipated date of completion was November 2023 but a delay has been incurred due to outstanding queries raised by Building Control linked to firestopping. Building Control sign-off cannot be achieved until these points have been resolved. The Great Arthur House programme has been suspended until further notice. Development of a fire strategy has been commissioned to support ongoing proposals for improved fire compartmentation, new alarm installations and sprinklers.  |            |             |             |
| DCCS HS 002d | Community and Children's Services Committee has approved a programme to replace all flat entrance and communal doors in the City's social housing blocks of flats. The new fire doors will provide a minimum of 30 minutes and up to 60 minutes of fire resistance. | <ul style="list-style-type: none"> <li>• • Lot 1 (Holloway and York Way Estate) - completed</li> <li>• Lot 2 (Avondale Square Estate) – Near completion. Point blocks: flat entrance doors are complete, but the communal doors are incomplete due to issues with the sprinkler programme (door bulkheads). Waiting on update from New Developments Team. Harman Close incomplete due to cabling issues - will be addressed within next 12 months as part of a dedicated project overseen by Head of Major Works</li> <li>• Lot 3 (Sumner Buildings, William Blake, Dron House, Petticoat Tower communal doors) - completed, apart from Petticoat Tower due to BSR application needed (application underway)</li> <li>• Lot 4 (Southwark Estate, Windsor House, Isleden House, Sydenham Hill, Spitalfields) - currently in design awaiting planning approval for final blocks, due by end of March. Collinson Court will need BSR application (Reform Architects appointed). Isleden House will be delivered separately as part of a dedicated project overseen by Head of Major Works (project referred to in Lot 2 above. Spitalfields will be part of a separate Fire Safety and Communal Decs project to be delivered in 2026/27.</li> <li>• Lot 5 (Golden Lane Estate) - currently at feasibility stage. GERDA has carried out preliminary site visits and has been made aware of the intention to incorporate flat entrance door replacement as part of the pipeline window and roof packages - the first being Crescent House.</li> </ul> <p>Lot 1 (Holloway and York Way Estate) - completed.</p> <ul style="list-style-type: none"> <li>• Lot 2 (Avondale Square Estate) - completed</li> <li>• Lot 3 (Sumner Buildings, William Blake, Dron House, Petticoat Tower communal doors) - all but completed, apart from Petticoat Tower</li> <li>• Lot 4 (Southwark Estate, Windsor House, Isleden House, Sydenham Hill, Spitalfields) - currently in design</li> <li>• Lot 5 (Golden Lane Estate) - currently at Feasibility stage</li> </ul> | Peta Caine | 03-Jun-2025 | 31-Dec-2026 |

| Risk no, title, creation date, owner                                | Risk Description (Cause, Event, Impact)  | Current Risk Rating & Score   |          | Risk Update and date of update   | Target Risk Rating & Score   |          | Target Date/Risk Approach | Current Risk score change indicator   |
|---|--|---|----------|--|--|----------|---------------------------|---|
| <b>DCCS HS 006</b><br><b>Failure to deliver new homes programme</b> | <p><b>Cause:</b> Funding and planning constraints, market volatility and development cost inflation</p> <p><b>Event:</b> Failure on commitment to deliver 700 new homes by 2025</p> <p><b>Effect:</b> Delivery of a reduced number of new homes resulting in diminished HRA income and reputational damage</p> |  <p style="text-align: center;">Livelood<br/>Impact</p> | <b>8</b> | <p>COLPAI / Black Raven Court -The main contractor ISG went into Administration on 20<sup>th</sup> September 2024. Alternative contractors have been commissioned by City Surveyor to complete works supporting the completion of the fire exit route which should be finalised during May. We anticipate Building Control Approval will be achieved during June and then the submission for registration of Black Raven Court with the Building Safety Regulator will be submitted. Registration should be completed within 4 weeks which will be followed by occupation of Black Raven Court during September.</p> <p>Procurement of a contractor to carry out the MgO remediation is progressing during June/July and this appointment will support the provision of a building warranty. It is anticipated that the contractor for MgO remediation will start on site by Spring 2026 and complete the works by Spring 2027. Black Raven Court will provide 66 new social housing units and 3 commercial units.</p> <p>Sydenham Hill: This project will provide 110 new homes for social rent is progressing on site and will complete by Autumn 2025 followed by registration with the Building Safety Regulator. Occupation is anticipated during early 2026.</p> |  <p style="text-align: center;">Livelood<br/>Impact</p> | <b>6</b> | 31-Mar-2026               |  |

|   |  |  |  |  |  |  |               |                 |
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| <p>07-Jan-2020</p> <p>Michael Gwyther-Jones</p> |  |  |  | <p>The York Way Development will deliver 91 new homes for social rent, new community centre, and a new housing estates office. The contract with Higgins Partnership at York Way will complete by Spring 2026 with occupation scheduled for Summer 2026.</p> <p><b>27 May 2025</b></p> |  |  | <p>Reduce</p> | <p>Constant</p> |
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| Action no    | Action description   | Latest Note   | Action owner | Latest Note Date | Due Date    |
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| DCCS HS 006a | Review of remaining projects for new development programme to finalise costs and dates | A report will be submitted in June/July 2025 to formulate a policy on Joint Ventures and Development Agreements. This will also consider where there are opportunities for new developments on our estates. | Peta Caine   | 12-May-2025      | 31-Mar-2026 |



| Risk no, title, creation date, owner  | Risk Description (Cause, Event, Impact)   | Current Risk Rating & Score |   | Risk Update and date of update  | Target Risk Rating & Score |   | Target Date/Risk Approach | Current Risk score change indicator |
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| DCCS HS 001<br><b>Health and Safety procedures</b><br><br>13-Nov-2014<br>Peta Caine | <b>Cause:</b> Failure to meet Health and Safety regulations and City of London procedures within the department and on the properties and estates managed by the Housing Division<br><b>Event:</b> Accident or fire in property or estates managed DCCS leading to harm / injury to staff member, resident or visitor<br><b>Effect:</b> Injury to person/s on property or estates managed by DCCS, possible adverse media coverage, external investigation into incident and potential claims for compensation. | <br>Likelihood<br>Impact    | 6 | A new DCCS H&S Business Plan is being co-ordinated for introduction across the department that will ensure a co-ordinated approach to H&S across all business areas. DLT have been consulted. Risk elements need to be updated to finalise the plan<br><br><b>25 Oct 2024</b> | <br>Likelihood<br>Impact   | 4 | 31-Dec-2024               | Constant                            |
|   |   |                             |   |   |                            |   | Reduce                    |                                     |

| Action no    | Action description   | Latest Note  | Action owner | Latest Note Date | Due Date    |
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| DCCS HS 001h | Failure to recruit new health & safety advisor - either on a temporary or permanent basis. | Interim Head of H&S started early May 25 with a remit to review Health & Safety provision across DCCS with a focus on Housing & Barbican. He will produce a gap analysis and action plan | Peta Caine   | 12-May-2025      | 30-Jun-2025 |

| Risk no, title, creation date, owner          | Risk Description (Cause, Event, Impact)   | Current Risk Rating & Score |   | Risk Update and date of update  | Target Risk Rating & Score |   | Target Date/Risk Approach | Current Risk score change indicator |
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| DCCS HS 004<br><b>Housing Finance Changes</b> | <b>Cause</b> Changes to housing financing.<br><b>Event</b> Possible shortfall in Housing Revenue Account funding<br><b>Effect</b> – Inability to fund the estimated 30-year expenditure plans regarding the City of London’s Social Housing | <br>Likelihood<br>Impact    | 6 | A further review and remodel the Housing Revenue Account 30-year Business Plan is being undertaken. This is a complex task looking at assets and finances across this period. Significant pressures still remain in terms of escalating construction costs and uncertainty in the market. It is still intended that a further | <br>Likelihood<br>Impact   | 4 | 30-Jun-2025               | Constant                            |

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| 15-Aug-2016<br>Peta Caine |  |  |  | independent review of the HRA and the 30-year Business Plan is required to help manage this risk. The update of the HRA will be presented to members for discussion and debate at a meeting due to take place in September 24. It is planned to have an independent review carried out of the financial model and its assumptions in due course.<br><br><b>29 Aug 2024</b> |  |  |  |        |          |
|                           |  |  |  |  |  |  |  | Reduce | Constant |

| Action no    | Action description   | Latest Note   | Action owner | Latest Note Date | Due Date    |
|--------------|--|---|--------------|------------------|-------------|
| DCCS HS 004d | A further review and remodelling of the 30-year Business Plan is to be undertaken. | A further review of the Housing Revenue Account (HRA) and the Housing Major Works Programme has recently been undertaken by Chamberlains and shortly by Savilles. This is part of the Corporations' Capital Review 2022. This has resulted in a detailed report being submitted to the Resource & Allocations Sub-Committee at its meeting on 20th October 2022. The report was agreed, with the Resource & Allocations Sub-Committee and Chamberlain committing to the Major Works Programme., This will go part way to mitigating the potential risks to the HRA and allow some more critical projects to proceed, significant pressures still remain in terms of seriously escalating construction costs and uncertainty in the market. It is likely that a further reviews of the HRA and the 30-year Business Plan is required to help manage this risk. | Peta Caine   | 09-Dec-2024      | 31-Mar-2025 |