

ANGUS COUNCIL

Housing Committee - 18th November 2004

MAJOR UPGRADE WORK TO COUNCIL HOUSES - NON ACCESS AND OPTING OUT

REPORT by DIRECTOR OF HOUSING

ABSTRACT

This report details the problems experienced in major improvement programmes, of non access and tenants refusing upgrades, and recommends solutions for addressing the issue.

1. RECOMMENDATION

Members are recommended to approve that:

1. Where tenants do not provide access for upgrade work to be carried out within the timescales outlined in (A) below, their home should be removed from the programme and the improvement carried out when the property becomes vacant at the next change of tenancy.
2. Where tenants do not provide access for completion of outstanding items within the timescales outlined in (B) below, their home should be removed from the programme and no further work relating to the upgrade be carried out until the property becomes vacant at the next change of tenancy.
3. Where tenants refuse or decline to have the improvement as outlined in (C) below, they should be able to opt out of the programme, subject to them signing a waiver. The upgrade would then be carried out when the property becomes vacant at the next change of tenancy.

2. BACKGROUND

The Housing Department is currently half way through a major programme installing central heating to around 1500 homes, which aims to ensure that all Angus Council houses have central heating by the end of March 2006. There are also plans to accelerate the number of kitchen installations, so that all Angus Council houses have kitchens with modern facilities by the end of March 2008.

As both the current heating programme, and the intended kitchen programme, involve large numbers of properties, the success of the contracts relies heavily on the programmes staying on track. However, these contract programmes are being seriously impeded by a minority of properties where access is difficult to obtain. Any abortive time spent by the contractor on trying to gain access, means that the work plan has to be amended, and teams of operatives may have to be re-assigned, sometimes at short notice. It also means that access times for other addresses often have to be re-arranged, causing unnecessary hassle for tenants who may have already made their own preparations in advance of the installation, or who may have even arranged time off work.

This can result in annoyance and delay for the majority of tenants, who are happy to work with the Council and contractors to achieve improvements in their homes, whilst the situation can reflect badly on Council staff and the contractor.

Any excessive time delay also has a cost implication for the contract, as the contractor may have a reasonable claim for abortive time.

3. NON ACCESS TO PROPERTIES AND OPTING OUT

It has become clear that a consistent approach is required in dealing with 3 identified general areas of concern. It is recommended that:

A Before work begins, tenants will have had prior warning from the Council that the work is scheduled, and should also receive notice from the contractor of the exact day. When contractors are attempting to gain initial access, either to carry out the detailed 'march-in' survey of the property, or to start the major upgrade work itself, they should call in person at each property. If they get no answer they should leave a calling card asking the tenant to contact them or the Stock Investment Liaison Officer (SILO) within 5 working days to arrange a suitable time. If there is no response a second card should be left. If there is still no response to the second card within 5 working days, the SILO should send a letter (shown in appendix A) warning the tenant that the property will be removed from the contract if they do not arrange access within a final 5 working days (from the date in the letter). This gives 15 working days in total for the tenant to contact either the SILO or the contractor to arrange access. If this is not provided, the improvement would then be carried out at the next change of tenancy.

B Where the main part of the improvement has been installed, but there are outstanding snagging items still to be done, there should be the same approach: a personal call at the property, followed by 2 cards with 5 working day response times, followed by a letter (shown in Appendix B) from the SILO giving a final 5 working days for the tenant to respond. If this is not provided, the outstanding items would then be carried out at the next change of tenancy. This would not be the case, however, if it were felt that there were health and safety concerns about the items still to be completed – these cases would have to be dealt with on an individual basis.

C Where tenants have verbally refused to have the improvement carried out, for whatever reason, they should be allowed to exercise this choice, subject to them signing and returning a waiver letter (shown in Appendix C). Once this has been received, or if no response is received within 5 working days of this letter, the property will be removed from the programme and the improvement carried out at the next change of tenancy. This would be equally applicable to general needs housing, and sheltered housing stock. There may be a need to treat electrical rewires as an exception to this opt-out, if it is felt that there may be a safety implication for the householder. In these cases work could be postponed to allow for reasons of illness or other personal circumstances, but the intention would be to ensure that the work would then be re-scheduled at the earliest possible convenient time.

In situations A and B, it is feasible that there may be a valid reason for non reply, such as tenants being on a lengthy holiday, in hospital, or working away from home. These cases would obviously be considered sympathetically, and could be re-instated into the contract at Directors discretion.

It should be stressed that the SILO assigned to the contract will only take these actions where all other reasonable attempts to gain access (including face to face dialogue) have failed. Contractors are also asked to have a flexible approach in arranging access times to suit tenant's specific requirements, and it is thought that the level of contractor customer care for the majority of tenants will improve, if programming difficulties are minimised by introducing these measures.

In all three situations, if a change of tenancy occurs within the timescale of the contract, the new tenant will be offered the improvement, and the property will be slotted back into the programme wherever possible.

4. TENANT CONSULTATION

A policy review group made up jointly of staff and tenants, is currently looking at the kitchen installation process. They have been consulted on these issues and are in full support of the recommendations outlined in this report.

5 FINANCIAL IMPLICATIONS

If properties are removed from the programme there could be a potential shortfall in the capital spend in that financial year. There would then be a higher expenditure in the capital budget of any future year when properties have improvements carried out at the change of tenancy instead (although these installations would in effect be one-offs, they could be coded to the capital budget). However, the amounts involved are unlikely to be particularly significant in light of the overall programme.

As these improvements by their nature are relatively complex, the time required for the work to be carried out at a change of tenancy, may mean that the properties are vacant for longer between the tenancies, and this could lead to a loss of rental income to the Housing Revenue Account. However, it is felt that the very existence of these procedures will minimise the number of difficulties encountered, and lead to a smoother flow of work, thereby saving the Council money in the longer term.

6 HUMAN RIGHTS IMPLICATIONS

It is considered that in following the actions recommended in this report, the Council would not be acting in any way, which is incompatible with Human Rights.

7 EQUAL OPPORTUNITIES

In all major improvement contracts, the SILO keeps in close contact with staff from the local ACCESS or housing office. They should be able to highlight where there may be tenants with language or format difficulties, who may not be able to understand the full meaning of either the cards left by staff or contractors, or the letters shown in appendices A-C. In appropriate cases extra efforts will be made to communicate the intended actions through the use of different formats, translation or interpreter.

8 CONSULTATION

In preparing this report, consultation has taken place with the Chief Executive, Director of Finance, Director of Law & Administration, and Director of Property Services

Ron Ashton
Director of Housing

Note:- The following background papers, as defined by Section 50d of the Local Government (Scotland) Act 1973, (other than any containing confidential or exempt information), were relied upon to a material extent in preparing this report:

Angus Council Report no.888/03. One-off upgrades to Council houses. 21/8/03

APPENDIX A.

Date

<Name of tenant>

Dear <name of tenant>,

Access for allowing <description of work>

Please contact me within the next seven days to arrange access to your home for our contractor (<name of contractor>) to carry out the <description of work>. We, and our contractor, have tried to contact you several times without success, and have left cards asking you to get in touch with us.

We appreciate that it can be difficult to set aside time for allowing contractors access to your home, but it really is important that we get the opportunity to upgrade the <description of work> provision in your home, so that it is up to standard and operating safely. Your tenancy agreement requires you to allow access to the property.

If there are particular circumstances which have made it difficult for you to contact us, or you have specific needs which we should consider, please contact me on <SILO mobile number>.

IMPORTANT

Unless you contact me within 5 working days, your address will be removed from the programme and the <description of work> will not be carried out until the property becomes vacant at the next change of tenancy. I therefore strongly urge you to contact me on <ACCESS office number> or <SILO mobile number>, or in person at your local ACCESS / housing office, as soon as possible, so that we can arrange a suitable time for access.

Yours sincerely,

Stock Improvement Liaison Officer
For Area Housing Manager

APPENDIX B.

Date

<Name of tenant>

Dear <Name of tenant>,

Access for allowing completion of <description of work> work

Please contact me within the next seven days to arrange access to your home for our contractor (<name of contractor>) to complete the work relating to the installation of the <description of work>. We, and our contractor, have tried to contact you several times without success, and have left cards asking you to get in touch with us.

There may only be a few minor jobs still outstanding, but we need to ensure that all work has been completed satisfactorily. We appreciate that it can be difficult to set aside time for allowing contractors access to your home, but it really is important that we can check that the <description of work> is fully complete, and operating safely. Your tenancy agreement requires you to allow access to the property.

If there are particular circumstances which have made it difficult for you to contact us, or you have specific needs which we should consider, please contact me on <SILO mobile number>.

IMPORTANT

Unless you contact me within 5 working days, your address will be signed off as complete and any outstanding work relating to the <description of work> installation will not be carried out until the property becomes vacant at the next change of tenancy. I therefore strongly urge you to contact me on <ACCESS office number> or <SILO mobile number>, or in person at your local ACCESS / housing office, as soon as possible, so that we can arrange a suitable time for access.

Yours faithfully,

Stock Improvement Liaison Officer
For Area Housing Manager

APPENDIX C

Date

<name of tenant>

Dear <name of tenant>

Refusal of <description of work> installation

The Council is committed to improving the condition of its housing stock and believe that the planned improvements would benefit you and others who live with you.

However, despite our efforts, you have indicated that you do not want the <description of work> installation to go ahead. We wish to have this confirmed in writing so please sign and return this letter as soon as possible.

IMPORTANT

If you do not contact me within 5 working days, your address will be removed from the programme and the <description of work> will not be carried out until the property becomes vacant at the next change of tenancy.

Yours faithfully,

Stock Improvement Liaison Officer
For Area Housing Manager

Please sign below and return to your local Housing / Access Office.

I confirm that I do not want the <description of work> installation carried out at my address because (please state reason):

.....

Tenant/s Signature: Date:.....

.....
(Joint tenants must all sign)