



Shropshire Council
Legal and Democratic Services
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Date: Wednesday, 11 September 2024

**Committee:
Housing Supervisory Board**

Date: Thursday, 19 September 2024
Time: 2.00 pm
**Venue: Shrewsbury/Oswestry Room, Shirehall, Abbey Foregate, Shrewsbury,
Shropshire, SY2 6ND**

You are requested to attend the above meeting. The Agenda is attached

There will be some access to the meeting room for members of the press and public, but this will be limited. If you wish to attend the meeting please email democracy@shropshire.gov.uk to check that a seat will be available for you.

Please click [here](#) to view the livestream of the meeting on the date and time stated on the agenda

The recording of the event will also be made available shortly after the meeting on the Shropshire Council Youtube Channel [Here](#)

Tim Collard
Assistant Director - Legal and Governance

Members of Housing Supervisory Board

Vince Hunt (Chairman)

Garry Burchett (Vice Chairman)

Jeff Anderson

Julian Dean

Rosemary Dartnall

Roger Evans

Ruth Houghton

Simon Jones

Dan Thomas

Your Committee Officer is:

Shelley Davies Committee Officer

Tel: 01743 257718

Email: shelley.davies@shropshire.gov.uk

AGENDA

1 Apologies for Absence and Substitutions

2 Disclosable Pecuniary Interests

Members are reminded that they must declare their disclosable pecuniary interests and other registrable or non-registrable interests in any matter being considered at the meeting as set out in Appendix B of the Members' Code of Conduct and consider if they should leave the room prior to the item being considered. Further advice can be sought from the Monitoring Officer in advance of the meeting.

3 Minutes (Pages 1 - 4)

To confirm the minutes of the Housing Supervisory Board meeting held on 6th June 2024.

Contact: Shelley Davies on 01743 257718

4 Public Question Time

To receive any questions from members of the public, notice of which has been given in accordance with Procedure Rule 14. Deadline for notification is not later than 12 noon on Friday 13th September 2024.

5 Member Question Time

To receive any questions from Members of the Council. Deadline for notification is not later than 12 noon on Friday 13th September 2024.

6 Cornovii Developments Limited - Update Report (Pages 5 - 16)

To receive the Report of the Assistant Director, Homes and Communities.
[Report attached]

Contact Jane Trethewey

7 Cornovii Developments Limited - Private Rent Sector Policies (Pages 17 - 64)

To receive the Report of the Assistant Director, Homes and Communities.
[Report attached]

Contact Jane Trethewey

8 Exclusion of the Press and Public

To resolve in accordance with the provisions of Schedule 12A of the Local Government Act 1972 and Paragraph 10.4[3] of the Council's Access to Information Procedure Rules, the press and public be excluded during consideration of the following item.

9 Exempt Minutes (Pages 65 - 66)

To confirm the exempt minutes of the Housing Supervisory Board meeting held on 6th June 2024.

10 Cornovii Developments Limited - Exempt Items Update Report (Pages 67 - 86)

To receive the Report of the Assistant Director, Homes and Communities.
[Exempt report attached]

Contact: Jane Trethewey

11 Cornovii Developments Limited - Joint Venture Report (Pages 87 - 108)

To receive the Report of the Assistant Director, Homes and Communities.
[Exempt report attached]

Contact: Jane Trethewey

12 Matters presented to the CDL board within the Preceding Quarter

To receive a verbal update from the Managing Director, Cornovii Developments Limited.

13 Date of Next Meeting

To note that the next meeting of the Housing Supervisory Board will be held at 2.00 p.m. on Thursday 28th November 2024.

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Committee and Date

Housing Supervisory Board

19th September 2024

HOUSING SUPERVISORY BOARD

Minutes of the meeting held on 6 June 2024

In the Shrewsbury/Oswestry Room, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND

2.00 - 3.12 pm

Responsible Officer: Shelley Davies

Email: shelley.davies@shropshire.gov.uk Tel: 01743 257718

Present

Councillor Vince Hunt (Chairman)

Councillors Rosemary Dartnall, Roger Evans, Ruth Houghton and Simon Jones

4 Apologies for Absence and Substitutions

Apologies for absence were received from Councillors Jeff Anderson, Garry Burchett and Dan Thomas.

5 Disclosable Pecuniary Interests

None were declared.

6 Minutes

RESOLVED:

That the minutes of the meeting held on 14th March and 9th May 2024 be approved as a true record.

7 Public Question Time

There were no public questions.

8 Member Question Time

There were no member questions.

9 Cornovii Developments Limited - Update Report

Members received the report of the Assistant Director Homes and Communities which gave an update from Cornovii Developments Limited (CDL) on the company's progress against the approved 10-year Business Plan.

The Assistant Director Homes and Communities introduced the report and referred to Appendix A which provided detail of the company's activity to the end of March 2024. It was reported that the number of units forecast to be delivered had increased since

the last quarterly report from 723 to 882 and the number of affordable homes to be delivered had also increased from 17% to 18%.

In response to questions the Managing Director of CDL confirmed that:

- CDL was looking at different ways to deliver more affordable homes across all developments and was hopeful that the figure would be close to the Housing Supervisory Board original target of a 60% market sale and 40% affordable housing mix.
- The current market mix for the first four developments was 34% affordable housing and 66% market sale housing.
- There was a need in Shropshire for private rented properties particularly for key workers who do not qualify for social housing.
- The EPC rating for London Road was due to a change in the Standard Assessment Procedure (SAP) which now also considered running costs.
- Solar Panels were not able to power a heat source pump and the possibility of fitting the solar panels with batteries had been explored but this was not viable due to the cost.

RESOLVED: That the report be noted.

10 Exclusion of the Press and Public

RESOLVED:

That in accordance with the provisions of Schedule 12A of the Local Government Act 1972, and paragraph 10.4(3) of the Council's Access to Information Procedure Rules, the press and public be excluded during consideration of the following items.

11 Exempt Minutes

RESOLVED:

That the exempt minutes of the meeting held on 14th March 2024 be approved as a true record and signed by the Chairman.

12 Cornovii Developments Limited - Exempt Items Update Report

Members received an exempt report from the Assistant Director Homes and Communities.

RESOLVED: That the report be noted.

13 Date of Next Meeting

It was noted that the next meeting of the Housing Supervisory Board would be held at 2.00 p.m. on Thursday 19th September 2024.

Signed (Chairman)

Date:

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<u>Committee and Date</u>
Housing Supervisory Board
19th September 2024

<u>Item</u>
6
Public

Cornovii Developments Limited Update Report

Responsible Officer Jane Trethewey

e-mail:	Jane.trethewey@shropshire.ov.uk
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1. Synopsis

The purpose of this report is to update the Housing Supervisory Board on the progress of Cornovii Developments Limited (CDL) against its approved 10-year Business Plan. The report shown at Appendix A provides detail of the Company's activity to the end of June 2024.

2. Executive Summary

- 2.1. The report in Appendix A provides the Housing Supervisory Board with an update from Cornovii Developments (CDL) on the Company's progress against the Business Plan which was approved by the Housing Supervisory Board on 16th March 2024.
- 2.2. The quarterly monitoring report provides detail on the progress against the approved Business Plan, giving updates on the Company's live schemes at Ellesmere Wharf, Ifton Heath, The Oakland and London Road to include investment in contractors and sub-contractors from a Shropshire postcode, detail of average EPC and carbon savings, employment and training opportunities created through CDL activity and number of educational settings supported by CDL.
- 2.3. The number of units forecast to be delivered over the plan period has increased since last reported from 882 to 913. The Q1 forecast estimates 18% of the 913 homes to be delivered will be affordable. This percentage has decreased by 1% since the planned amount due to the inclusion of PRS and increased market sale homes. To date, three sites have been completed delivering 27 affordable homes including 10 LAHF properties delivered as affordable rent. One further development is on site and is due to deliver a further 27 affordable homes.

3. Recommendations

- 3.1. That the Housing Supervisory Board receives the CDL Quarterly Monitoring Report in accordance with the terms of the Shareholder Agreement

REPORT

4. Risk Assessment and Opportunities Appraisal

- 4.1. A Risk Register is monitored by the Homes and Communities Team along with the CDL Monitoring Board. The Register covers the risks for the Council in its capacity of single shareholder of CDL.

5. Financial Implications

- 5.1. The CDL developments schemes are being delivered within the terms of the approved Shareholder Agreement and loan funding arrangements.

6. Climate Change Appraisal

- 6.1. All homes at Ifton Heath have achieved an EPC rating of A (SAP 2012) compared to building regulations that require an EPC rating of C, producing a carbon saving of 2.90 tonnes per year in comparison to a property with an EPC rating of C, therefore the climate plan has been met.
- 6.2. All new homes at Ellesmere Wharf have an EPC rating of A (SAP 2012) producing a carbon saving of 2.93 tonnes per year in comparison to a property with an EPC rating of C, therefore the climate plan has been met.
- 6.3. All homes at London Road will have an EPC rating of B (SAP 10.2) and an Environmental Impact Rating of A. Design stage predicted energy assessments are not yet available for this development. In addition, all homes at London Road will be electrically heated, utilising ASHP for houses, and electric panel heating for apartments. Therefore, London Road is on target to reach climate plan objectives once complete.
- 6.4. All homes at Oaklands have an EPC rating of B (SAP 10.2) and an Environmental Impact Rating of A. In addition, all homes at Oaklands will be fitted with ASHPs to all plots, and a maximum of 1.7 kwp to roofs. Calculated Co2 emissions are (for a typical plot) 0.2 tonnes (vs 6 tonnes produced by a typical household), therefore meeting climate plan objectives.
- 6.5. The homes at Ellesmere Wharf and Oaklands do not benefit from any additional carbon off-setting measures over and above the landscaping measures approved at planning. The Ifton and London Road sites are to benefit from the planting of additional trees.
- 6.6. At all four developments the flood risk assessment undertaken demonstrated that there is no risk of a 1 in 100 + 30year flood event, which was also demonstrated by the Engineer's drainage calculations. Rainwater goods have been sized by the Architect to capacities required by Building Regulations.
- 6.7. The homes at Ellesmere Wharf scheme are generally situated on a NE/SW axis, with principal rooms situated in that axis, to prevent extreme heating and extreme cooling. Ifton Heath plots 1-17 are situated on a NW/SE axis, with principal rooms situated on that axis. All other plots are on a NE/SW axis, however, all principal rooms are positioned to limit solar gain and heat loss.

- 6.8. The homes at London Road are generally situated on a NW/SE axis, with principal rooms situated in that axis, to prevent extreme heating and extreme cooling. All properties will be subject to an overheating assessment, which will result in all being fitted with a DMEV ventilation system, and low emissivity glazing to minimise solar gain. Properties will be fitted with a minimum of 0.8 Kwp Photovoltaic panels to houses, and 1.6 Kwp to apartments.
- 6.9. The homes at Oaklands are generally situated on a NW/SE axis, with principal rooms situated in that axis, to prevent extreme heating and extreme cooling. All properties will be subject to an overheating assessment, which will result in all being fitted with measures to minimise solar gain.

7. Background

- 7.1. In accordance with the terms of the Shareholder Agreement CDL is required to report to the Shareholder via the Housing Supervisory Board at quarterly intervals on the operations and performance of the Company in meeting unmet housing need and on the objectives contained within the Business Plan, and otherwise keep the Shareholder informed of the progress of the Company.
- 7.2. In accordance with the terms of the Shareholder Agreement, Schedule 1, Shareholder Consent Matters, Part A Corporate Matters, the company shall not, unless it has Shareholder Consent, alter its registered office.

8. Operations and performance of the Company in meeting unmet housing need and objectives contained within the Business Plan

- 8.1. On 16 March 2024 the Housing Supervisory Board approved CDL's 10-year Business Plan which set out its aims to deliver 882 homes over the plan period. The forecast as of Quarter on now forecasts a delivery of 913 homes over the plan period.
- 8.2. Ifton Heath has now reached practical completion. CDL have confirmed two properties have completed for Local Authority Housing Fund (LAHF). There has also been the successful sale and purchase of 13 affordable homes to Connexus Housing Group which completed in July 2024.
- 8.3. Ellesmere Wharf site has now reached practical completion. CDL have confirmed four properties recently completed for Local Authority Housing Fund (LAHF). CDL have confirmed STaR Housing received board approval in July 2024 to purchase 2 x S106 1 bed bungalows from CDL. Legal completion is anticipated for October 2024.
- 8.4. The Oaklands Development has now reached practical completion. CDL have confirmed four properties recently completed for Local Authority Housing Fund (LAHF). STaR Housing received board approval in July 2024 to purchase 2 x S106 1 bed bungalows from CDL. Legal completion is anticipated for October 2024
- 8.5. CDL are currently on site at London Road where underground cables have now been laid, and the build programme has been re-programmed to

accommodate. A previous extension of time had been granted at nil cost to either party and practical completion is now anticipated for October 2025. The show homes have been handed over to CDL with a Sales launch planned in mid-September. STaR Housing are working through an offer to CDL for the purchase of 25 x S106 affordable homes.

- 8.6. From the current live and completed schemes, CDL will deliver a total of 249 units, of which 156 will be for market sale, 66 will be affordable tenure and 27 will be for private rent.
- 8.7. CDL aim to deliver 61 private rented homes over the plan period, 12 of which will be on the London Road development. CDL have drafted their rents and lettings policy for these dwellings, the adoption of the policies will be subject to the approval of the Housing Supervisory Board.
- 8.8. At section 2.4 Figure 3 CDL set out their sales forecast against the approved business plan. Due to changes in the programme peak sales forecast have slipped to 2026-27, with sales continuing into 2030-2031.
- 8.9. The current position of sales, reservation and unsold on completed and live scheme is reported as CDL in the below table. These figures are as of the 27th of June 2024.

Quarter 1 (Reservations to 27th June 2024)

Scheme	Sold	Unsold	Reservations	Unsold Balance
Oaklands	2	21	6 OMS 4 LAHF	11
Ifton	4	31	4 OMS 13 AFF 2 LAHF	12
Ellesmere	1	22	7 OMS 4 LAHF	11
London Road	0	135	0	135

- 8.10. Through its Social Value objectives CDL is meeting targets set by its Board of Directors to invest in local contractors and subcontractors, offer employment and training opportunities, and to support, by its activities, educational settings within the locality of its development sites.
- 8.11. At Appendix A section three CDL report on the local Social Value generated from their activity, to include percentage of contractors and subcontractors from a Shropshire postcode, employment and training opportunities and number of educational settings supported by CDL activities.

9. Additional Information

- 9.1. The performance of CDL is also monitored by the Council’s Homes and Communities Team, with further oversight being provided the CDL Monitoring

Board, formed of a group of Officers from various departments across the Council.

10. Conclusions

- 10.1. The Housing Supervisory Board is asked to receive the CDL update report on the Company's delivery against its Business Plan and note its progress in relation to live and completed schemes.
- 10.2. The Housing Supervisory Board is asked to note the increase from the last report in July 2025 in the number of units forecast since the plan was approved in March 2024 increasing to 913.
- 10.3. The Housing Supervisory Board is also asked to note the increase as per Section 2.8 of the CDL Quarterly Monitoring report in Private Rented properties from 94 forecast in Quarter 4 to 61 forecast in Quarter 1, affordable Shared Ownership and affordable rent forecast from 163 in Quarter 4 to 175 in Quarter 1 and outright sales forecast from 625 to 677.

List of Background Papers (This MUST be completed for all reports, but does not include items containing exempt or confidential information)
Cabinet Member (Portfolio Holder) Cllr Dean Carroll Portfolio Holder for Housing and Assets Cllr Vince Hunt Chair of Housing Supervisory Board
Local Member
Appendix A CDL update report

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Cornovii Development Ltd Quarter One Monitoring Report Public

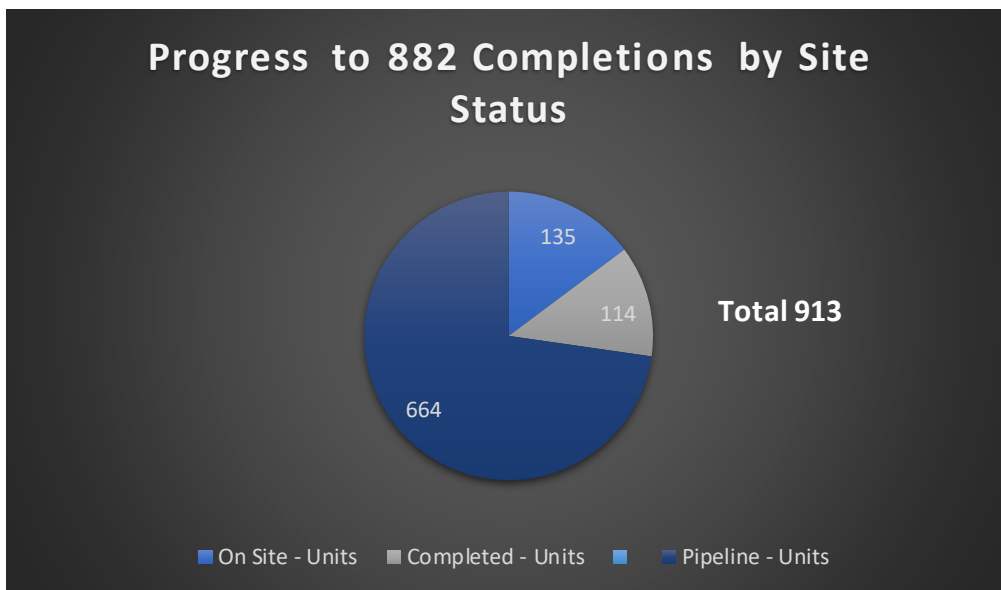
1 Purpose of the report

1.1 The purpose of the Monitoring Report is to update Housing Supervisory Board members on Cornovii Development Limited CDL activity to the end of June 2024.

2 Development Summary

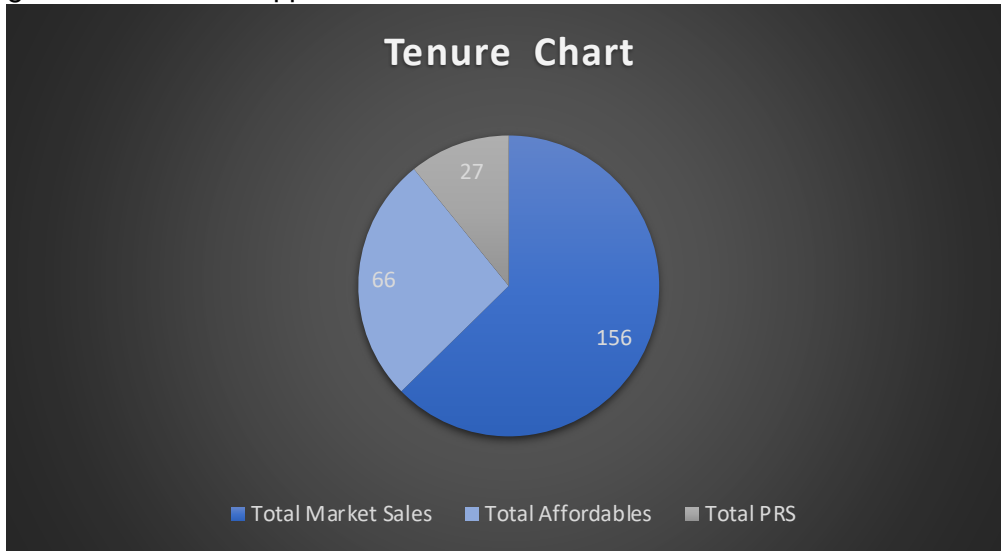
2.1 A total of 11 schemes were approved in the March 2024 Business Plan. The business plan aims to deliver a total of 882 new homes during the life of the business plan. The charts and tables below report on progress against this business plan.

2.2 Fig. 1 - Progress to 882 completions in accordance with the approved business plan:



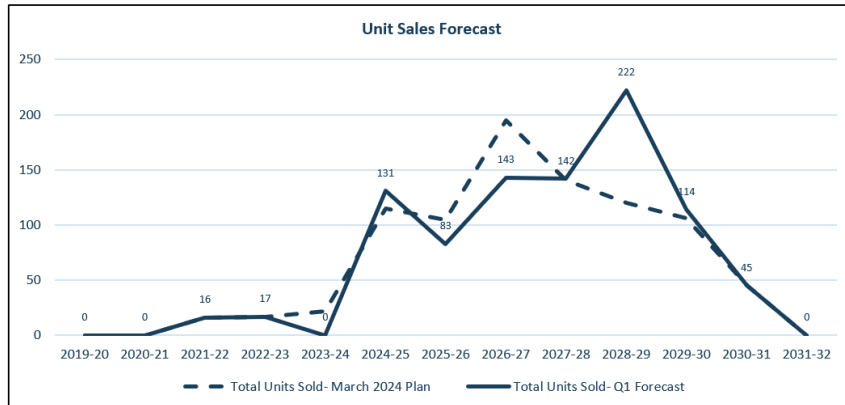
N.B. The number of units forecast has increased since the plan was approved.

2.3 Fig. 2 - Tenure chart approved schemes :

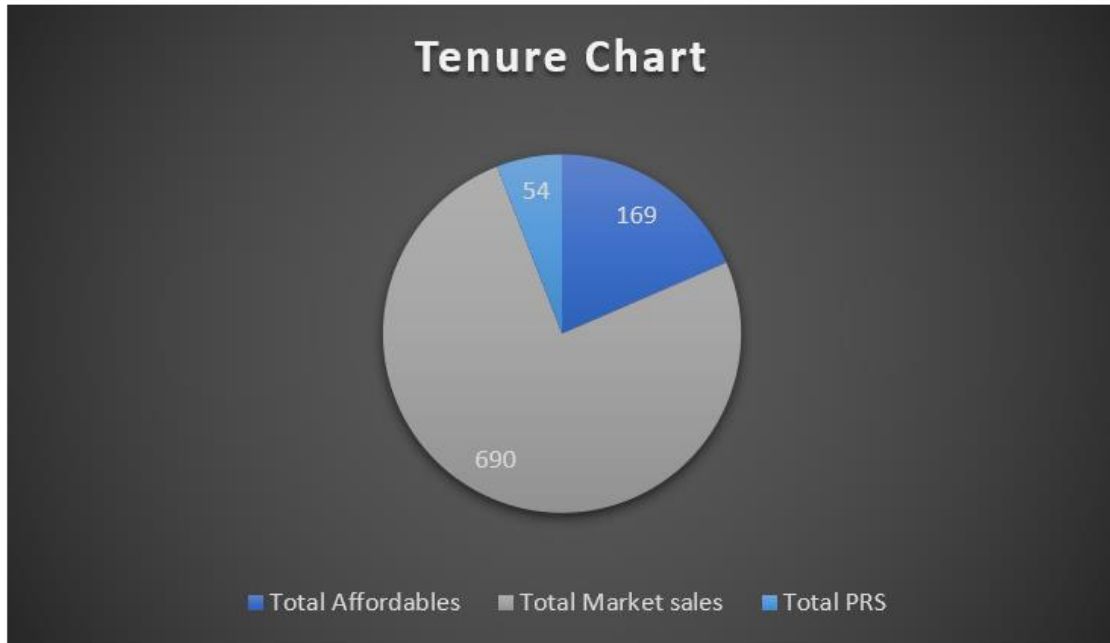


The Q1 forecast estimates 18% of the 913 homes to be delivered will be affordable. This percentage decreased by 1% since the previous reported position due to the inclusion of PRS and increased market sale homes. To date, three sites have been completed delivering 27 affordables including 10 LAHF properties delivered as affordable rent. One further development is on site and is due to deliver a further 27 affordables.

2.4 Fig. 3 – Sales forecast within the approved business plan and as at Q1



2.5 Fig. 4 - Number of units forecast by tenure over plan period:



2.6 Fig. 5 - Tenure chart (live and completed sites only):

	Tenure Type				Total Affordable Homes	Total Market Sale	Total PRS	Total No. Units
	Market Sale	Affordable Rent	Shared Ownership	Private Rent				
Crowmoor	21	12	0	0	12	21	0	33
Ellesmere Wharf	14	6	0	3	6	14	3	23
Ifton	12	9	6	8	15	12	8	35
Oaklands	13	6	0	4	6	13	4	23
London Road	96	19	8	12	27	96	12	135
					66	156	27	249

2.7 Homes by tenure type and bedroom size forecast to complete over the plan period (live and completed sites only):

Homes by tenure type and bedroom size

1 bed	24	10%
2 bed	65	26%
3 bed	82	33%
4 bed	70	28%

5 bed	8	3%
Total Units	249	

Bungalow	33	13%
House	196	79%
Apartment	20	8%
Total Units	249	

2.8 Number of completions in the plan period against the approved business plan of 882 units:

	Prior Years	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	Total
Completions Forecast	33	131	83	143	142	222	114	45	0	0	913
Outright sales	69	49	33	143	120	159	78	26	0	0	677
Affordable rent & SO	39	27	9	0	16	65	19	0	0	0	175
PRS	0	27	0	0	0	0	20	14	0	0	61

2.9 Map 1: – Location of sites across the county (approved schemes only)



2.10 Ifton Heath Development Update

This scheme has now reached practical completion. We are pleased to confirm 2 properties have completed for Local Authority Housing Fund (LAHF). A post completion PR event is scheduled for 18th October 2024. The successful sale and purchase of 13 affordable homes to Connexus Housing Group in July 2024.

2.11 Ellesmere Wharf Development Update

This site has now reached practical completion. We are pleased to confirm 4 properties recently completed for Local Authority Housing Fund (LAHF). A post completion PR event was held on 26th April 2024. ST&RH received board approval in July 2024 to purchase 2 x S106 1 bed bungalows from CDL. Legal completion is anticipated for October 2024.

2.12 The Oaklands Development Update

This scheme has now reached practical completion. We are pleased to confirm 4 properties recently completed for Local Authority Housing Fund (LAHF). A post completion PR event is scheduled for 6th September 2024. ST&RH received board approval in July 2024 to purchase 2 x S106 1 bed bungalows from CDL. Legal completion is anticipated for October 2024.

2.13 London Road Development Update

Underground cables have now been laid, and the build programme has been re-programmed to accommodate. A previous extension of time had been granted at nil cost to either party, practical completion is now anticipated for October 2025. This may improve if a point of connection for electrical services can be installed in early September. Kitchens and Bathroom fitting has been pushed to the back of the programme so CDL can provide choice to its prospective customers, and the affordable homes have been brought forward. The show homes have been handed over to CDL with a Sales launch planned in mid September straight after the holiday season. ST&RH are working through an offer to CDL for the x25 S106 affordable homes.

3 Social Value

3.1 CDL are currently investing in the following percentage of contractors and subcontractors from a Shropshire postcode on current on site schemes:

- The Frith – 100%
- Ifton Green – 60%
- Ellesmere Wharf – 65%
- The Oaklands – 95%
- London Road – 60% to date

3.2 Average EPC and carbon savings:

- The Frith – EPC rating A (SAP 2012). Carbon savings of 2.86 tonnes/yr in comparison to a property with an EPC rating of C.
- Ellesmere Wharf – EPC rating A (SAP 2012). Carbon savings of 2.93 tonnes/yr in comparison to a property with an EPC rating of C.
- Ifton Heath - EPC rating A (SAP 2012). Carbon savings of 2.90 tonnes/yr in comparison to a property with an EPC rating of C.

- Oaklands - The final EPC rating is 'B' (SAP 10), with a score of 86. The Environmental Impact Rating is 'A'. Calculated Co2 emissions are (for a typical plot) 0.2 tonnes (vs 6 tonnes produced by a typical household).

3.3 Employment & training:

- Ifton Green – Six apprentices were supported on site.
- Ellesmere Wharf – Six apprentices were supported on site.
- The Oaklands - 16 apprentices have been supported on site.
- London Road - 5 apprentices have been supported on site to date.

3.4 Number and detail of Education settings supported by CDL activities

- Preliminary plans are underway to invite the local school and college to the showhome and site to showcase London Road and its eclectic offering in housing type, tenure and affordability to the Shrewsbury market
- Ifton Heath – Pupils at St Martins School have taken part in a competition and have provided the three street names within the Ifton Heath development which have been approved by Shropshire Council and Royal Mail. The winning street names are:
 - Levi Lane
 - Miners Way
 - Old School Avenue



<u>Committee and Date</u>
Housing Supervisory Board
19 th September 2024

<u>Item</u>
7
Public

Cornovii Developments Private Rent Sector Policies

Responsible Officer Jane Trethewey

e-mail:	Jane.trethewey@shropshire.ov.uk
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1. Synopsis

The purpose of this report is to request approval from the Housing Supervisory Board on the Cornovii Developments Limited (CDL) private rent sector, lettings policy, debt management and recovery policy, planned maintenance policy, rent setting policy and day to day repairs policy.

The report also requests that the Housing Supervisory Board approve recommendations for CDL to charge the maximum deposit of five weeks and implement the tenancy deposit scheme.

2. Executive Summary

- 2.1. The report in Appendix A provides the Housing Supervisory Board with an overview from Cornovii Developments (CDL) on the private rent sector policies (PRS) which they are requesting approval.
- 2.2. The Housing Supervisory Board is asked to note that the tenancies for CDL PRS will be CDL tenancies and will not be Shropshire Council tenancies. Market rent will be charged.
- 2.3. The PRS policy consultation report, appendix A provides detail which were presented at CDL Board seeking approval of the PRS policies in anticipation of Cornovii Developments Ltd entering the PRS market.
- 2.4. The PRS policies which are being requested to be approved by CDL are the Rent Setting Policy, appendix B, Lettings Policy, appendix C, Debt Management & Recovery Policy, appendix D, Planned Maintenance Policy, appendix E and the Day-to-Day Repairs Policy, appendix F.

3. Recommendations

- 3.1. That the Housing Supervisory Board receives the CDL PRS Policy Consultation report in accordance with the terms of the Shareholder Agreement.
- 3.2. That the Housing Supervisory Board Approve the draft CDL PRS Rent Setting Policy, appendix B.
- 3.3. That the Housing Supervisory Board Approve the draft CDL PRS Lettings Policy, appendix C.
- 3.4. That the Housing Supervisory Board Approve the draft CDL PRS Debt Management & Recovery Policy appendix D.
- 3.5. That the Housing Supervisory Board Approve the draft CDL PRS Planned Maintenance Policy appendix E.
- 3.6. That the Housing Supervisory Board Approve the draft CDL PRS Day to Day Repairs Policy appendix F.
- 3.7. Request that the Housing Supervisory Board approve CDL to charge the maximum deposit allowed of five weeks – refer to appendix G.
- 3.8. That the Housing Supervisory Board approve the implementation of the Tenancy Deposit (custodial) Scheme for managing tenant deposits – refer to appendix G.

REPORT

4. Risk Assessment and Opportunities Appraisal

- 4.1. A Risk Register is monitored by the Homes and Communities Team along with the CDL Monitoring Board. The Register covers the risks for the Council in its capacity of single shareholder of CDL.

5. Financial Implications

- 5.1. Housing Supervisory Board approved the March 2024 CDL Business plan which includes retaining 33 homes for private rent over four schemes. The total PRS investment is £7m over a five-year timeframe to deliver a long-term investment income to the Shareholder over a 45-year period.

6. Climate Change Appraisal

- 6.1 **Energy and fuel consumption.** In order to facilitate carbon reduction and energy efficiency, the projects contained within the Business Plan will capitalise on sustainable design solutions, use processes and materials that are not detrimental to the environment and ensure that post-construction operations are environmentally friendly. Carbon savings from design measures will be quantified wherever possible.

- 6.2 **Renewable Energy Generation.** There are a range of opportunities for the generation and storage of renewable energy from building mounted solar panels and battery energy storage, which will be incorporated into the design of homes where possible.
- 6.3 **Carbon offsetting or mitigation.** Designs of schemes within the Business Plan will incorporate tree planting and landscaping to support carbon capture and storage, biodiversity, natural flood management and urban cooling. CDL will also aim to deliver a biodiversity net gain across all development sites within the business plan.
- 6.4 **Climate Change adaptation.** It is anticipated that the homes will be designed in a way which is sympathetic to the climate using materials and construction methodologies that reduce the emission of carbon into the atmosphere and also ensure homes are protected from overheating.

7. Background

- 7.1 In March 2024, Housing Supervisory Board approved the March 2024 Business Plan which includes retaining 33 new homes for private rent to deliver long term investment revenues to the shareholder.
- 7.2 CDL are currently engaging with Shropshire Council's Treasury team to utilise £7m from the existing £49m funding envelope and create a PRS loan facility to fund the investment.
- 7.3 CDL have identified 33 homes for PRS across five schemes, Ifton Green, Ellesmere Wharf, Oaklands, London Road and Shrewsbury Road.
- 7.4 The new loan facility could be in place by September 2024 following approval from CDL Board and CDL in a position to retain PRS properties immediately.

8. Proposed Private Rent Sector Policies

- 8.1 The Housing Supervisory Board is asked to consider that CDL have reviewed current legislation and drafted the following policies in preparation for CDL's expansion into PRS:

8.1.1 **Rent Setting Policy** – Housing Supervisory Board are asked to note that the rent setting policy has been created to ensure a framework is in place to ensure that rents are set in line with regulatory and statutory guidelines including the Housing Acts. Maintain CDL's financial viability through letting properties at current local market rent and increase rents where required based on current local market rents. Deliver an economic return to CDL sufficient to sustain the delivery of high-quality housing and maximise financial return to the Shareholder.

8.1.2 **Lettings Policy** - Housing Supervisory Board are asked to note that the lettings policy is to create a clear and transparent lettings policy, ensuring the selection of applicants is fair, transparent, and easily understood by applicants through letting properties on the open

market through an estate agent under a development management agreement. CDL aim to let its homes in a responsible manner by creating sustainable tenancies through assured short hold tenancies and comprehensive pre-tenancy checks.

Please note that additional units have been included in the business plan at Ellesmere Wharf and Ifton Green due to market intelligence suggesting that these are attractive to key workers from the local hospitals. CDL have also confirmed that additional units have been added to the Oaklands due to the desirability of the location.

PRS units at Shrewsbury Road have been removed to fund the purchase of the additional PRS units at Ifton, Ellesmere and Oaklands.

CDL will also be implementing a keyworker procedure which will be updated to current market conditions.

8.1.3 Debt Management & Recovery Policy – Housing

Supervisory Board are asked to note the debt management and recovery policy has been created to ensure rent and other income is collected promptly and efficiently, working to prevent debt of rent and other charges and identify where debts are likely to occur and takes a firm but fair approach both before and during the lifetime of the tenancy. These aims will be adhered to through conducting right to rent checks prior to sign up, communicating with tenants at the earliest sign of financial difficulties, identifying vulnerable tenants and signposting to relevant agencies to support and a clear debt recovery procedure in place.

8.1.4 Planned Maintenance Policy – Housing Supervisory Board

are asked to note the planned maintenance policy. This policy sets out the criteria and procedures to be followed to effectively control and manage planned maintenance to CDL's private rented housing portfolio. CDL aim to achieve this through conducting regular surveys of all homes to inform the Planned Maintenance Programme. Arrange for the regular maintenance of items necessary for the safety, security and comfort of tenants, and for the general upkeep of its portfolio. Plan the long term maintenance of its portfolio and provide information to enable financial planning over a 30 year period, ensuring that homes continue to meet the Decent Homes standard and any future changes to legislation in the private rented sector.

8.1.5 Day to Day Repairs Policy - Housing Supervisory Board

are asked to note the day-to-day repairs policy which sets out how CDL will meet its legal, regulatory and statutory requirements as a private landlord in respect of day-to-day repairs of its private rented housing stock. This will include how tenants can report repairs both during office hours and out of hours, categorising repairs i.e. emergency and non-emergency and clearly identifying CDL's and the tenants responsibilities in relation to all repairs.

8.2 CDL have also given consideration into what type of deposit scheme CDL should implement, how much deposit should be charged and whether CDL should allow pets in PRS homes. A short report and recommendations can be found in Appendix G. The Housing Supervisory Board are asked to consider this whilst approving the policies.

9. Conclusions

9.1. The Housing Supervisory Board is asked to receive the CDL report on the Company's request to approve all the policies in relation to the private rented sector.

9.2. The Housing Supervisory Board is asked to approve recommendations as below and found in appendix G.

9.2.1 CDL charge all tenants the maximum deposit allowed, being 5 weeks' rent, to ensure CDL are financially protected.

9.2.2 CDL use a custodial scheme as it comes at nil cost to CDL (the Deposit Scheme makes its money by the interest earned on holding the deposit) and use TDS custodial scheme as TDS are known for having a better reputation in the service it provides to landlords & tenants.

List of Background Papers (This MUST be completed for all reports, but does not include items containing exempt or confidential information)
Cabinet Member (Portfolio Holder) Cllr Dean Carroll - Portfolio Holder for Housing and Assets Cllr Vince Hunt - Chair of Housing Supervisory Board
Local Member
Appendix A CDL PRS Policy Consultation Appendix B Rent Setting Policy Appendix C Lettings Policy Appendix D Debt Management & Recovery Policy Appendix E Planned Maintenance Policy Appendix F Day to Day Repairs Policy Appendix G Recommendations for CDL Private Rental Properties

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CDL Board: 10th May 2023

Item: 11. PRS Policy Consultation

Report Author: Lindsay Truman, Head of Development

Contact No. 07458 053834

Purpose/ Summary: To seek approval for Private Rental Sector (PRS) policies drafted in anticipation of Cornovii Developments Ltd entering the PRS market.

Recommendations:

CDL Board is requested to:

- Approve the draft CDL PRS policies in appendices A - E.
- Approve CDL to charge the maximum deposit allowed of 5 weeks – see Appendix F.
- Approve implementation of the Tenancy Deposit (custodial) Scheme for managing tenant deposits – see Appendix F.
- Approve CDL allowing pets, at CDL discretion and at no additional cost to the tenant – see Appendix F.

Discussion or Decision	Decision	Anticipated time	10 mins
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Financial Implications:

The CDL Board and Housing Supervisory Board approved the March 2023 CDL Business plan which includes retaining 33 homes for private rent over five schemes. The total PRS investment is £6.58m over a six year timeframe to deliver a long term investment income to the Shareholder over a 45 year period.

Intended outcomes:

Deliver 33 Private Rented Sector homes to deliver a long term revenue stream for the Shareholder and exploit a market opportunity within Shropshire which would also assist in providing additional accommodation options for key workers.

People: shareholder, customer, stakeholder and staff implications:

The March 2023 Business Plan was presented to CDL Board and Housing Supervisory Board in March 2023 and gained full approval to include 33 homes for PRS.

Risks and Controls:			
The following risks have been identified in relation to delivery of PRS:			
Description of Risk	Current Controls		
Non-payment of rents	- Implementation of a Debt Management & Recovery Policy.		
Void costs	- Implementation of a Debt Management & Recovery Policy. - Management fee of 5% built into PRS appraisals.		
Property damage	- Implementation of a Debt Management & Recovery Policy. - Robust tenancy agreement to be drafted		
Illegal activity	- Robust tenancy agreement to be drafted		
General disputes	- Robust tenancy agreement to be drafted - Full suite of CDL policies clearly defining tenant and CDL responsibilities to mitigate any potential disputes		
Unclear or absent policies lead to poor management of PRS tenancies and properties	- Development of a full suite of CDL policies. - Annual review of policies.		
Legal and regulatory issues:	Yes	Advice taken:	Yes
All policies have been drafted in line with current regulations as referred to within each policy. CDL will seek advice on technical issues where required.			

1.0 Background and Context

- 1.1 In March 2023, the CDL Board and Housing Supervisory Board approved the March 2023 Business Plan which includes retaining 33 new homes for private rent to deliver long term investment revenues to the Shareholder.
- 1.2 CDL are currently engaging with Shropshire Council's Treasury team to top slice £7m from the existing £49m funding envelope and create a PRS loan facility to fund the investment.
- 1.3 CDL have identified 33 homes across five schemes, Ifton Green, Ellesmere Wharf, Oaklands, London Road and Shrewsbury Road.
- 1.4 The new loan facility could be in place by September 2023 and CDL in a position to retain PRS properties from late 2023 / early 2024.

2.0 Proposed PRS Policies

- 2.1 CDL's Development Contracts Officer has previous experience in the lettings market and has reviewed current legislation and drafted the following policies in preparation for CDL's expansion into PRS:
 - Rent Setting Policy – see Appendix A
 - Lettings Policy – see Appendix B
 - Debt Management & Recovery Policy – see Appendix C
 - Planned Maintenance Policy – see Appendix D
 - Day to Day Repairs Policy – see Appendix E

2.2 Consideration has also been given to what type of deposit scheme CDL should implement, how much deposit should be charged and whether CDL should allow pets in PRS homes. A short report and recommendations can be found in Appendix F.

2.3 An Assured Shorthold Tenancy based on the government's standard form will be adapted and presented to the Board for approval in Summer Autumn 2023 and which will pick up breach of tenancy triggers.

3.0 Recommendations

3.1 CDL Board is requested to:

- Approve the draft CDL PRS policies in appendices A - E.
- Approve CDL to charge the maximum deposit allowed of 5 weeks – see Appendix F.
- Approve implementation of the Tenancy Deposit (custodial) Scheme for managing tenant deposits – see Appendix F.
- Approve CDL allowing pets, at CDL discretion and at no additional cost to the tenant – see Appendix F.

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PRS Rent Setting Policy

Responsible Manager	Managing Director/Finance Director
Approved by:	CDL Board
Date Approved	16 th August 2023
Date for Review	August 2026
Version Number	1.1

1. Purpose of this Policy

This policy sets out CDL's approach in relation to rent setting and rent review for tenants of its private rented properties.

2. Aims and Objectives

The aim of this policy is to provide a framework that ensures rents are set at a level that:

- Are set in line with regulatory and statutory guidelines.
- Maintain CDL's financial viability.
- Deliver an economic return to CDL sufficient to sustain the delivery of high quality housing and maximise financial return to the Shareholder

3. Legislative and Statutory Framework

3.1 This policy is governed by regulations and statutory law including, but not limited to:

- Housing Act 1988
- Housing Act 1988 as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increase) Order 2003.
- Housing Act 1996
- Housing Act 2004

4. Rent Review

4.1 Rents will be reviewed prior to re-letting a property and at other times to track current market conditions.

4.2 Rents will be increased based on current local market rates.

4.3 CDL will give the tenant a minimum of 2 months' notice prior to the rent increase via a Section 13 Notice (Form 4) in line with Section 13(2) of the Housing Act 1988 as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increase) Order 2003.

4.4 Once the Section 13 Notice has been served, the tenant has until the date of the rent increase to challenge it. If the tenant doesn't respond to the Notice, then the rent will automatically increase and the tenant will be unable to dispute the rent increase.

4.5 If the tenant wants to dispute the level of rent increase, they will need to apply to the First-tier Tribunal (Property Chamber).

5. New Lets

5.1 Rents for new properties will be set by the CDL team based on current market rates, ensuring viability is maintained.

6. Re-lets

6.1 On each occasion that a property is re-let, the rent will be reviewed based on current market rates.

7. Implementation

7.1 The Managing Director and Finance Director are responsible for ensuring the implementation of this policy.

8. CDL's Responsibilities

8.1 CDL is responsible for ensuring that a Section 13 Notice (Form 4) is served on the tenant prior to increasing rent and that the appropriate written notice is provided.

8.2 CDL is responsible for ensuring that rent increases are fair and realistic, in line with average local rents.

9. Equality and Diversity

9.1 CDL will ensure that this policy is applied fairly and consistently to all our customers.

10. Policy Review

This policy will be reviewed every 3 years from the approval date, or in-line with impacting corporate, legislative, or regulatory change requirements.

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PRS Lettings Policy

Responsible Manager	Managing Director/Finance Director
Approved by:	CDL Board
Date Approved	10 th May 2023
Date for Review	May 2026
Version Number	1.0

1. Purpose of the Policy

The purpose of this policy is to set out how Cornovii Developments Ltd (CDL) lets its properties through the Private Rented Sector.

2. Aims and Objectives

2.1 CDL's aim is to let properties in a fair and transparent way and to provide a consistent lettings process, whilst also making best use of its housing portfolio. CDL will achieve this through:

- A clear and transparent lettings policy
- Ensuring the selection of applicants is fair, transparent, and easily understood by applicants.
- Letting its homes in a responsible manner by creating sustainable tenancies

3. Legal and Regulatory Framework

3.1 This policy is governed by regulations and statutory law including, but not limited to:

- Landlord and Tenant Act 1985
- Housing Act 1988, amended in 1996
- Housing Act 1996
- Tenant Fees Act 2019
- Fit for Habitation Act 2019
- Protection from Eviction Act 1977
- Equality Act 2010
- Disability Discrimination Act 1991

4. Lettings Process

4.1 CDL lets its properties in the private rented sector on the open market through an estate agents/STAR housing under a Development Management Agreement.

4.2 The tenancy type available is an Assured Shorthold Tenancy Agreement for a minimum term of 6 months.

4.3 CDL will review all tenancy applications and check that the information provided on the application form is correct and up to date. Tenancies will be initially offered to applicants with a local connection to Shropshire.

4.4 Should a period of 4 weeks pass from the date of first advertisement without a successful applicant being found and the shortlists exhausted, CDL will consider applications from those who do not have a local connection to Shropshire. CDL will also use alternative forms of advertisement, such as social media adverts, local property estate agents, and To Let signage in empty properties.

5. Void Management

- 5.1 CDL deal with void properties efficiently and consistently so that:
- Tenants may take up occupation of their new homes with minimal delay.
 - Losses of rental income to CDL are kept to a minimum.
 - Void repair costs can be managed effectively and show value for money.
 - Decent Homes standards can be achieved efficiently with reference to our Planned Maintenance Policy.
 - Consistent standards of acceptable decorative condition are provided for incoming tenants, through the use of approved contractors.

6. Pre-Tenancy Checks

- 6.1 CDL reserve the right to complete checks on all applicants before making a formal offer of a tenancy. A comprehensive affordability assessment will be completed before an offer of a tenancy is made. This assessment will include determining the financial resilience of an applicant.
- 6.2 CDL will also complete the following checks to ensure the applicant has a Right to Rent in the UK:
- Personal identification checks, to include 1 form of photographic evidence i.e. a passport or UK driving license, and proof of residency i.e. a utility bill showing the current address.
 - Tenancy and employment references, including from the current landlord and employer, will be obtained covering at least a five-year housing/employment history.
 - A three month up-to-date rent statement will be required.
 - Proof of the current tenancy will be required e.g. Tenancy Agreement.
 - Income and expenditure checks to ascertain affordability, especially in cases where there is a history of housing debt.
 - Tenancy Fraud checks (via credit checking agencies) to check for bankruptcy and to assist when determining affordability.
- 6.3 Applicants must consent to the credit check, or the application will be refused. A copy will be made available, free of charge, and upon request.
- 6.4 Personal data will be destroyed in accordance with the Data Protection Act 2018.
- 6.5 All incoming tenants are required to pay 1 month's rent in advance, so a credit remains on the account.
- 6.6 All incoming tenants are required to pay a deposit of 5 weeks' rent and a holding deposit equivalent to 1 weeks' rent. The holding deposit will be deducted from their first rental payment.
- 6.7 CDL reserves the right to refuse or withhold an offer depending on the findings from the above checks.

7. Withdrawing Offers of Accommodation

- 7.1 CDL reserve the right to withdraw tenancy offers at any time in the following circumstances, (including but not limited to):
- Where we have reason to believe the applicant has given false information.
 - Where information has come to light that would make the offer unsuitable.
 - Where we ask for further information from the applicant and the information has not been provided within the timescales given.
- 7.2 Where CDL withdraws an offer of tenancy, CDL will always provide the applicant with the reasoning behind its decision.

8. CDL's Responsibilities

- 8.1 CDL staff are responsible for the day-to-day management and implementation of this policy, for the application of the policy and procedures, monitoring and reviewing performance and making recommendations for improvement.
- 8.2 CDL are responsible for checking that its tenants have the right to rent the property.
- 8.3 CDL are responsible for providing the tenant with a copy of the How to Rent checklist when they start renting.
- 8.4 CDL must protect the tenant's deposit on a Government approved scheme.
- 8.5 CDL are responsible for providing an Energy Performance Certificate for its rented properties. All properties will meet the minimum standard of EPC rating required.
- 8.6 All staff must carry out their duties in accordance with this policy.
- 8.7 Overall responsibility for the implementation of this policy lies with the Managing Director.

9. Training

- 9.1 CDL provide all staff responsible for implementing this policy with comprehensive training.

10. Equality and Diversity

- 10.1 CDL will ensure that this policy is applied fairly and consistently to all our customers.
- 10.2 The lettings policy will be responsive, accessible and sensitive to the needs of all by having regard to the protected characteristics in the Equality Act 2010.

10.3 CDL is committed to promoting equality of opportunity and will ensure that all applicants are treated fairly and without unlawful discrimination on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

11. Review

This policy will be reviewed every 3 years from the approval date, or in-line with impacting corporate, legislative, or regulatory change requirements.

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PRS Debt Management & Recovery Policy

Responsible Manager	Managing Director/Finance Director
Approved by:	CDL Board
Date Approved	10 th May 2023
Date for Review	May 2026
Version Number	1.0

1. Purpose of the Policy

The purpose of this policy is to set out CDL's approach to recovering housing related debt from its current and former tenants.

2. Introduction

- 2.1 CDL recognises that the maximisation of tenant rental income and other debt through the operation of appropriate and cost effective management is fundamental to the success of service delivery and customer satisfaction.
- 2.2 It is essential that robust efforts are made to recover monies owed to CDL.
- 2.3 CDL will take all reasonable steps to trace and pursue current and former tenants who have outstanding housing related debt.
- 2.4 Consideration will be given to whether continuing to pursue former tenant debt is economical, or likely to be effective if all reasonable attempts at recovery have failed, or it is considered that it is no longer economical to pursue the debt.

3. Aims and Objectives

- 3.1 The aim of this policy is to ensure CDL:
 - Collect rent and other income promptly and efficiently.
 - Emphasise that efficient rent collection protects the provision of services by working to prevent debt of rent and other charges.
 - Promptly identify where debts are likely to occur and takes a firm but fair approach both before and during the lifetime of the tenancy by:
 - Conducting Right to Rent checks on tenants prior to sign up.
 - Contacting tenants promptly at early signs of difficulty in paying.
 - Giving support and guidance to tenants to help them manage their rental accounts and other debts.
 - Identifying vulnerable tenants and signposting them to relevant support agencies, whilst continuing to help the tenant manage the debt.

4. Debt Management and Collection

- 4.1 CDL will actively pursue all debt and take all reasonable measures to collect outstanding debts. This will include debts arising from unpaid rent by former tenants, court costs, and recharged repair costs, either from during the period of the tenancy, or rechargeable void costs following tenancy termination.
- 4.2 Where there are debts owed to CDL by an existing tenant who also has current rent arrears, the rent arrears debt will be the first priority. Provided that the current arrears are being

managed to the satisfaction of the Assistant Director of Development and Finance Director and in line with the Tenancy Agreement, other debt will be pursued where repayments would be affordable and not jeopardise arrears arrangements.

4.3 Avoiding or limiting former tenant debt is important to maximising income. CDL will therefore provide support advice and assistance to tenants to minimise arrears during and at the end of a tenancy.

4.4 CDL will offer a range of payment methods to suit the debtor.

4.5 CDL will operate effective debt management procedures by ensuring they:

- Contact the debtor at the earliest possible point, including prior to tenancy termination where appropriate
- Use appropriate methods available, including those in the public domain (i.e. social media) to trace former tenants who have left without providing a forwarding address
- Where the debt cannot be cleared in full, CDL will negotiate payment by instalments
- Provide advice or signpost to appropriate independent advice agencies when necessary
- Monitor accounts regularly and pursue the debtor if arrangements are not adhered to

4.6 If debts are not cleared in full, or arrangements to pay are broken, then where appropriate CDL will commence legal action. Such action could include:

- Instructing a Debt Recovery Agency
- A Money Claim leading to a County Court Judgement
- Attachment to Earnings Order
- Warrant of Execution – if granted, allows the seizure of goods to sell to offset debt

4.7 Interest will be charged for any rent arrears at 3% above the Bank of England base rate.

4.8 Where a tenant has died, we will seek payment of debt through the representatives of the estate. We will make appropriate enquiries to establish if a Will exists, or if there is an estate.

4.9 Where a debtor reapplies to be housed by CDL, the debt, whether written off or not, must be cleared or addressed in line with our Lettings Policy before an allocation is made. This would be the case even where statutory limitations restrict the debt being pursued through the courts.

5. Debt Recovery Procedure

5.1 The following actions will be initiated where rent is outstanding and a repayment arrangement is not being maintained:

5.2 Current Tenants

- 5.2.1 CDL will contact the tenant by letter, telephone, or e-mail informing the tenant of the outstanding rent due. A Statement of Accounts will be issued to the tenant and the tenant will be informed that they are in breach of their Tenancy Agreement.
- 5.2.2 If the debt remains unpaid 5 working days after the Statement of Account has been issued, a reminder letter will be sent advising that the debt remains outstanding.
- 5.2.3 If there is no response to the above after 21 days from the date the tenant was made aware of the outstanding rent due, a further reminder letter will be sent advising that there has been no response received regarding previous correspondence and the outstanding debt is due for immediate payment.
- 5.2.4 Every effort will be made to contact the debtor directly to discuss the outstanding debt in order to retrieve the debt and avoid further costs.
- 5.2.5 If there continues to be no response regarding the outstanding debt, either by full payment or an arrangement, a final letter will be sent at 42 days notifying that the debt will be referred to a Debt Collection Agency.
- 5.2.6 If no response is received at 56 days, the debt will be referred to a Debt Recovery Agency for recovery of the debt, which may incur additional costs. Alternatively, CDL can commence other legal action against the tenant through the Courts, i.e. a Money Claim or Attachment to Earnings Order.
- 5.2.7 If during any of the above stages the debtor agrees to a satisfactory payment arrangement and makes continuous payments to clear the outstanding debt, no further action will be taken against the debtor.
- 5.2.8 Whilst a payment arrangement is in place, the debtors account will be closely monitored to ensure the arrangement is being upheld. Any default in the payment arrangement will result in the Debt Recovery Process continuing from the last stage of action that was reached when the tenant's account originally went into arrears. .

5.3 Forwarding Address Unknown

- 5.3.1 Where debt relates to a former tenant and the forwarding address is unknown, intelligence to trace the former tenant will be undertaken to obtain the latest known address for the former tenant using a credit check agency.
- 5.3.2 This process should not be carried out until a minimum of 8 weeks has elapsed in order for the former tenant to relocate and the information becomes available as to their whereabouts.
- 5.3.3 On receipt of an alternative correspondence address, every effort will be made to secure repayment in accordance with this Policy.

- 5.3.4 CDL will contact the tenant by letter, telephone, or e-mail informing the tenant of the outstanding rent due. A Statement of Accounts will be issued to the tenant and the tenant will be informed that they are in breach of their Tenancy Agreement.
- 5.3.5 If the debt remains unpaid 5 working days after the Statement of Account has been issued, a reminder letter will be sent advising that the debt remains outstanding.
- 5.3.6 If there is no response to the above after 21 days from the date the tenant was made aware of the outstanding rent due, a further reminder letter will be sent advising that there has been no response received regarding previous correspondence and the outstanding debt is due for immediate payment.
- 5.3.7 Every effort will be made to contact the debtor directly to discuss the outstanding debt in order to retrieve the debt and avoid further costs.
- 5.3.8 If there continues to be no response regarding the outstanding debt, either by full payment or an arrangement, a final letter will be sent at 42 days notifying that the debt will be referred to a debt collection agency.
- 5.3.9 If no response is received at 56 days, the debt will be referred to a debt collection agency for recovery of the debt, which may incur additional costs. Alternatively, CDL can commence other legal action against the tenant through the Courts, i.e. a Money Claim or Attachment to Earnings Order.
- 5.3.10 If during any of the above stages the debtor agrees to a satisfactory payment arrangement and makes continuous payments to clear the outstanding debt, no further action will be taken against the debtor.
- 5.3.11 Whilst a payment arrangement is in place, the debtors account will be closely monitored to ensure the arrangement is being upheld. Any default in the payment arrangement will result in the Debt Recovery Process continuing from the last stage of action that was reached when the tenant's account originally went into arrears.

5.4 Death of a Tenant

- 5.4.1 Outstanding arrears can be recovered from the Estate (where possible) following the death of a tenant and CDL will endeavour to liaise with legal representatives of the deceased to enquire if an estate is available to cover any outstanding balance.
- 5.4.2 A letter will be sent to the Next of Kin or the legal representative within 28 days of us being notified of the tenant's death, stating that CDL have been advised that they are handling the financial affairs of the former tenant and asks them to forward payment.

- 5.4.3 If the Representative of the deceased contact CDL stating that there are no funds in the Estate, the latest bank statement of the deceased will need to be provided within 4 weeks of the date of death as evidence that there are no funds in the Estate to cover the outstanding debt. If this is proven, CDL will consider writing off the debt.
- 5.4.4 If it is proven that there are funds in the estate but not enough to clear the debt, CDL will decide whether to request a proportion of the Estate towards clearing the debt. In these cases, CDL will look at the case individually to determine an acceptable payment towards clearing the debt.
- 5.4.5 If there is no response from the Representative within 14 days, a reminder notice will be sent.
- 5.4.6 If there is no response after a period of 7 days of the reminder letter being sent, a final letter will be sent.
- 5.4.7 If there is still no response after 7 days of the final letter being sent, the representative will be sent notification that the case has been referred to the Debt Recovery Agency for collection of the debt, or that legal action has commenced.

5.5 Debt recovery process when a Tenant moves into a Care Home

- 5.5.1 Tenants who move to a Care Home to receive care are still liable for any outstanding arrears on the rent account.
- 5.5.2 In the first instance, a letter will be sent to the resident at the Care Home to establish if they have the capacity to deal with their affairs, or if a representative has been appointed. It may be that the care home has taken on responsibility on behalf of the tenant, or alternatively we will need to be provided with the details of the tenant's Power of Attorney, appointeeship or deputyship.
- 5.5.3 Once we have received confirmation of who is dealing with the tenant's affairs, we will provide them a Statement of Account detailing any outstanding rents due and requesting that payment is made to clear the debt within 14 days.
- 5.5.4 If there is no response from either the Tenant, Tenant Representative, or Power of Attorney within 28 days, a reminder notice will be sent.
- 5.5.5 If there is no response after a period of 14 days of the reminder letter being sent, a final letter will be sent.
- 5.5.6 If there is still no response after 7 days of the final letter being sent, the Tenant will be sent notification that the case has been referred to the Debt Recovery Agency for collection of the outstanding debt, or that legal action has commenced.

5.6 Debt Recovery Agency

- 5.6.1 When all attempts by CDL to recover the outstanding debt have been exhausted, the debt will be referred to CDL's chosen Debt Recovery Agency, unless CDL decides to take alternative legal action through the Courts.
- 5.6.2 CDL will securely send all known details of the debtor to the Debt Recovery Agency. On behalf of CDL the Debt Recovery Agency will make contact with the debtor and additional attempts to recover the debt in full or make a realistic arrangement with the debtor to recover the debt. The Debt Recovery Agency may add additional costs to the debt of which CDL has no control.
- 5.6.3 Once the debt has been passed to the Debt Recovery Agency to recover the outstanding debt, the debtor will need to contact the Debt Recovery Agency directly to make a payment, request any form of payment arrangement or to make any enquiries, as at this point CDL, cannot intervene with the recovery of the debt directly from the debtor.
- 5.6.4 The Debt Recovery Agency will forward monies collected from the debtor to CDL.

6. Write-off of Uncollectable Debt

- 6.1 Where all attempts to collect debt have been unsuccessful, and further attempts would be uneconomical, it may be necessary to write off the debt. We would recommend a case for write-off where:
- Despite all attempts no money has been collected
 - A former tenant cannot be traced
 - A former tenant's current income means legal action is unlikely to be worthwhile
 - The debt is subject to a bankruptcy order or similar and therefore cannot be pursued
 - It is deemed uneconomical to pursue the debt
 - The former tenant has died, and no payments have been received from the estate
 - Court action is no longer an option due to statutory limitations
 - A tenant has gone to prison for an extensive period of time
 - Other exceptional reasons mean it would not be reasonable or appropriate to pursue the debt, for example, fleeing domestic violence, tenant is vulnerable or experiencing hardship
- 6.2 Debts that have been written off can be reinstated where new information is received, or circumstances are known to have changed.
- 6.3 All write-offs up to £2k are signed and authorised by the Managing Director/Finance Director. Any write-off over £2k is to be signed and authorised by CDL Board.

7. Confidentiality

- 7.1 To maintain confidentiality, former tenant rent arrears will be not be discussed with third parties, except:

- With the written permission of the tenant
- A Representative of a Deceased tenant
- To the tenant's solicitor
- To CDL's solicitor
- To a Debt Recovery Agency

8. Equality & Diversity

- 8.1 CDL is committed to Equality & Diversity and such will make reasonable adjustments to the policy to recognise, accommodate and support individual needs, where needed.
- 8.2 This Policy adheres to the Group's approach to Equality and Diversity.
- 8.3 Group members will take a proactive approach to ensure that no individual or group is discriminated against or treated differently as a direct or indirect result of this Policy.

9. Policy Review

This policy will be reviewed every 3 years from the approval date, or in-line with impacting corporate, legislative, or regulatory change requirements.



PRS Planned Maintenance Policy

Responsible Manager	Managing Director/Finance Director
Approved by:	CDL Board
Date Approved	10 th May 2023
Date for Review	May 2026
Version Number	1.0

1. Purpose of the Policy

This policy sets out the criteria and procedures to be followed to effectively control and manage planned maintenance to CDL's private rented housing portfolio.

2. Introduction

- 2.1 As a private landlord, CDL is responsible for ensuring that its housing portfolio is maintained to an acceptable standard in order to provide good quality, safe homes for tenants. Effective planned maintenance will ensure that the useful life of components is maximised and that value for money is optimised.
- 2.2 Planned maintenance deals with the natural deterioration of buildings and their components. This can generally be predicted and therefore, planned for. Planned maintenance is cyclical in that the maintenance process will have to be repeated at regular intervals during the life of a building.
- 2.3 Planned Maintenance is one of the largest single items of expenditure for the organisation. It is therefore essential that its future programmes are effectively planned.
- 2.4 CDL will carry out the following tasks to manage the long-term maintenance of its housing portfolio in order to maintain the organisation's assets:
- Conduct regular surveys of all homes to inform the Planned Maintenance Programme.
 - Arrange for the regular maintenance of items necessary for the safety, security and comfort of tenants, and for the general upkeep of its portfolio.
 - Plan the long term maintenance of its portfolio.
 - Provide information to enable financial planning over a 30 year period, ensuring that homes continue to meet the Decent Homes standard.
- 2.5 This policy has been developed to take account of legislative, regulatory and good practice requirements in relation to service delivery in this area of operation.

3. Legislative and Regulatory Framework

- 3.1 This policy is governed by regulations and statutory law which sets out the duties that need to be undertaken to provide a repairs and maintenance service. They include, but are not limited to:
- Landlord and Tenant Act 1985 (Section 11)
 - Public Health Act 1963
 - Housing Act 1985 (Section 96)
 - Housing Act 2004 (Section 96)
 - Home Standard 2015
 - Decent Homes Standard 2006 (Communities and Local Government)
 - Environmental Protection Act 1990
 - Equality Act 2010
 - Human Rights Act 1998

- Commonhold and Leasehold Reform Act 2002
- Gas Safety (Installation and Use) Regulations 1998
- Fire Reform Regulations 2005
- Fire Safety Act 2021
- Housing Health and Safety Rating System 2006 (Communities and Local Government)
- Control of Asbestos Regulations 2016
- Control of Substances Hazardous to Health Regulations 2002 (as amended)
- IEE Wiring Regulations (BS 7671) 18th Edition including latest amendments (published 1st July 2018)
- The Standard Assessment Procedure (SAP) 2012
- The Commonhold and Leasehold Reform Act 2002, Section 151 (formally Landlord & Tenant Act 1985, Section 20)
- Health and Safety at Work Act 1974
- The Management of Health and Safety at Work Regulations 1999
- Water Supply (Water Fittings) Regulations 2018 (as amended)

4. CDL's Obligations

4.1 CDL's cyclical, planned maintenance and Landlords Health and Safety obligations include, but are not limited to:

- External and internal cyclical Painting and Decoration of communal areas within flats/apartments
- Asbestos Management Plan (where applicable)
- Gas Safety and Servicing
- Water Testing and Treatment
- Electrical Safety Testing
- Servicing of Air Source Heat Pumps
- Housing portfolio investment

4.2 Cyclical and planned maintenance will fall into a number of programmes requiring a visit to each property on different cycles and a table of cyclical maintenance frequencies is provided below:

Work Programme Frequency

Gas servicing and gas safety check	Annually
Electrical heating servicing	Every 5 years
Air source heat pump servicing	Annually
Smoke detector testing Heat detector testing Carbon monoxide detector testing (where applicable)	Annually
Fire Detection, intruder alarm, door entry, warden call and equipment in flat/block schemes	Weekly/quarterly/half yearly/annually (as applicable for installed equipment)

Emergency lighting in apartment blocks	Monthly/half yearly/annually (as applicable for installed equipment)
Electric panel heaters in apartment blocks	Every 5 years

- 4.3 Communal areas to flats may require painting at different intervals. Common areas that are subject to reduced traffic or wear and tear will not require decorating at the same frequency as other parts, subject to heavier traffic. Therefore, whilst the painting and decorating programme may identify the decoration to internal stairs and communal areas, these will be inspected and assessed before any work is undertaken. Where work is not required in the area, it shall be re-scheduled for a future inspection within a suitable timescale.
- 4.4 Gas servicing and Gas Safety Check works are carried out annually and completed in tandem with the smoke detector, heat detector and carbon monoxide detector testing programme. The combination of these programmes reduces tenant disturbance, improves access rates for smoke detector and carbon monoxide detector checking, and increases value for money by using one contractor. It is a requirement under the Tenancy Agreement for all tenants to provide access for an annual Gas Safety Check and CDL has a statutory duty to inspect every gas appliance within every one of its homes every year. Where necessary, CDL will take legal action to enter tenants' homes where access has previously been refused.
- 4.5 CDL aims to develop cyclical and planned works programmes that minimise disruption to tenants and minimise annual expenditure on responsive repairs and maintenance.

5. Carrying out Planned Improvement Works

- 5.1 CDL has developed and will continually update a 30 year programme of expenditure that meets the long term investment needs of its sustainable housing stock. The range of improvement works will be developed by taking into account the investment requirements identified in stock condition surveys, the ongoing suitability and 'performance' of the stock in financial and other aspects, the priorities of current and future tenants and the need to ensure that incremental and sustained improvements are made to the homes provided.
- 5.2 When replacing building components or facilities, CDL will aim to use superior quality items that are more sustainable, offer better value for money over time and improve the environment of estates and communal areas.
- 5.3 Improvement programmes will be developed in partnership with tenants and continually shaped by them to ensure that it meets their needs, demands and expectations.
- 5.4 Planned improvement works will fall into a number of different programmes, the principal ones being shown in the following table:

Work Programme Frequency

Kitchen replacements	20 years
Bathroom replacements	30 years
Boiler replacements	20 years
Windows/doors	25 years
Electrical re-wires	30 years
External rainwater goods	30 years
Soffit and fascia replacements	30 years

5.5 CDL aims to develop planned improvement works programmes that, as a result of works undertaken, minimise expenditure on responsive repairs and maintenance.

6. Property Information

6.1 The following property information is maintained by CDL:

- Details of housing construction type, date of build, maintenance history and property types.
- Property attributes for each house on our Asset Register. Details recorded include information on condition, specification, likely date for replacement and cost of replacement for each attribute.
- Annual servicing of gas heating systems and air source heat pumps and five yearly service of electric heating systems – Detailed records about the heating systems in our houses, and information about service dates, are held. Copies of relevant certificates and other data are held against each property on CDL’s Sharepoint system.
- Detailed inspection reports, highlighting identified repairs and future maintenance requirements.

7. Planned Maintenance Inspections

7.1 The condition of CDL homes will be inspected every 5 years from the property acquisition date.

7.2 The inspections will consider components listed within the 30 year life cycle costing model, and other property attributes recorded on the Asset Register.

7.3 The inspection criteria includes:

- The current condition of the component; and
- The potential remaining life span of that component until replacement or major repair is required.

- 7.4 The inspection results are recorded in the Asset Register, and the information used to prepare the 30 year Planned Maintenance programme.
- 7.5 CDL also arrange inspections of electrical systems in all of its properties, to conform to the latest edition of the I.E.E Regulations, BS7671 18th Edition, on a five year cycle, or when a property becomes void. These records are held on CDL's Sharepoint system.

8. Planned Maintenance Programmes

- 8.1 CDL will consult its tenants where applicable on its proposals for the Planned Maintenance programme, seeking their views on the content of the programmes.
- 8.2 There are four main aspects required to prepare the Planned Maintenance programme:
- a) Property information - property details for all houses are recorded in CDL's Asset Register and are used to inform CDL's medium and long term business planning and its Planned Maintenance Programmes.
 - b) Regular inspections – provides regular updates on the condition of CDL's properties for future Planned Maintenance.
 - c) Budget control and estimating – information that is critical for the preparation of long term plans.
 - d) 30 year life cycle costs - specific detail held for all homes, enabling long term financial planning for major maintenance.
- 8.3 CDL is responsible for the production of the proposed Planned Maintenance programme for the following year. The programme will include the following:
- Works carried forward from previous years, if applicable
 - Work required achieving and maintaining Decent Homes Standard
 - Component repairs or replacement identified during the annual and 5 yearly inspections
 - Work required to renew obsolete items, such as central heating systems/electrical rewires.
- 8.4 Budgets for the Planned Maintenance programme will cover the following contract areas:
- Planned Maintenance Improvement; improvements and major repairs (such as window replacement and other significant repairs)
 - Planned Maintenance Cyclical; recurring maintenance work such as annual servicing and paintwork.
- 8.5 The Planned Maintenance Programme and budget is approved by CDL Board of Directors as part of CDL's business plan.
- 8.6 The estimated cost of maintenance expenditure for the 30 year period is reviewed by the Finance Director and is included within the Cash Flow Model.

9. Servicing of Heating Installations

- 9.1 As part of the Planned Maintenance Programme, all gas heating installations and Air Source Heat Pumps will be serviced annually by an approved contractor. All electric heating installations will be serviced every five years by an approved contractor.
- 9.2 CDL will appoint contractors through a tender procedure in line with its Procurement Policy. CDL will carry out robust quality and performance checks on any contractors who are appointed to undertake works to the heating systems of its housing portfolio.
- 9.3 CDL will ensure all heating systems, appliances and associated equipment are maintained and kept in a safe condition. This includes carrying out annual safety checks on all gas appliances and air source heat pumps, and servicing all electrical heating systems every 5 years in accordance with the current safety regulations, legislation, regulations and best practice relating to the specific heating systems.
- 9.4 CDL will seek to identify and respond appropriately to the specific needs of its tenants and ensure that every tenant is aware of the importance of the required safety check and service.
- 9.5 CDL will maintain a property database that clearly details the property's central heating servicing history and date that the next service is due, the appliances installed, access procedure records and timescales etc.
- 9.6 In cases of no access, CDL will ensure that it meets its legal obligations to complete the statutory annual gas safety check. CDL will do this through its policies, by enforcing the terms of the Tenancy Agreement and instigating legal procedures if required.
- 9.7 CDL will ensure that all work to gas appliances and fittings are carried out by a competent and suitably qualified engineer who is Gas Safe registered and for other heating systems, their associated bodies.
- 9.8 CDL will ensure that all appliances and installations are fitted and conform to current legislation, codes of practice, manufactures instructions and current regulations.
- 9.9 On completion of the gas safety check, service or new installation, the tenant will be issued with a copy of the Landlords Gas Safety Certificate (LGSR) and CDL will maintain a hard/electronic copy of the LGSR on file for at least 2 years.
- 9.10 On completion of the electric safety check, service or new installation, the tenant will be issued a copy of the inspection certificate and CDL will maintain a hard/electronic copy of the certificate on file for at least 5 years.
- 9.11 CDL will ensure that quality assurance checks are carried out on new installations, servicing and repairs and Landlords Gas Safety Certificates to ensure that the works and certificates are completed in accordance with current legislation and codes of practice.
- 9.12 CDL will ensure that the contractor who installs an appliance or heating system on behalf of CDL issues to the tenant the manufacturer's operating instructions and explains how to use the appliance controls.

10. Monitoring and Reporting

- 10.1 CDL Board receive contract progress reports every 3 months detailing progress of individual projects; monthly spend measured against the approved budget profile and anticipated annual expenditure.
- 10.2 For planned works all contracts are monitored on an annual basis which is circulated to the CDL team and Board members.

11. Equality and Diversity

- 11.1 CDL is committed to delivering a high standard of customer service at all times. We recognise that different communities and neighbours have different needs. We aim to treat everyone fairly and any support given will be with sensitivity, tact and diplomacy.
- 11.2 CDL will ask tenants about their needs so that services can be provided to ensure they are fair.
- 11.3 CDL will monitor the services and referrals for support provided to ensure they are fair.

12. Policy Review

This policy will be reviewed every 3 years from the approval date, or in-line with impacting corporate, legislative, or regulatory change requirements.



PRS Day-to-Day Repairs Policy

Responsible Manager	Managing Director/Finance Director
Approved by:	CDL Board
Date Approved	10 th May 2023
Date for Review	May 2026
Version Number	1.0

1. Purpose of the Policy

- 1.1 This policy sets out how Cornovii Development Ltd (CDL) will meet its legal, regulatory and statutory requirements as a private landlord in respect of day to day repairs of its private rented housing stock.

2. Policy Statement

- 2.1 Cornovii Developments Ltd (CDL) is committed to providing a high-quality repairs and maintenance service, providing tenants with good quality homes and a safe space to live in.
- 2.2 CDL has a wider responsibility to protect the value and condition of its housing portfolio and to prevent disrepair to its assets.

3. Aims and Objectives

- 3.1 All homes managed by CDL exceed Decent Homes Standards, and when they are allocated, are always clean, tidy and in a good state of repair, ready for immediate occupation.
- 3.2 To provide tenants with homes that are well maintained, with repairs and improvements carried out timely, and tenants are given reasonable options of when work is carried out.
- 3.3 To provide safe, good quality homes that offer a warm comfortable and healthy living environment for occupants; and which remain in demand in the face of ever growing competition.
- 3.4 To provide an efficient and responsive repairs service that reflects tenant priorities and ensure repairs are carried out correctly, on time and where possible, completed first time.
- 3.5 To ensure practices and procedures are reviewed through the gathering of tenant feedback and analysis of tenant complaints raised through CDL's complaints procedure, to implement improvements to the service and ensure a customer focused and driven repairs and maintenance service is delivered.
- 3.6 To ensure effective systems are in place to monitor all performance and financial aspects of the maintenance service which will underpin the planning of works and enable management to better control the service.

4. Legislation

- 4.1 This policy is governed by regulations and statutory law which sets out the duties that need to be undertaken to provide a repairs and maintenance service. They include, but are not limited to:
 - Landlord and Tenant Act 1985 (Section 11)

- Public Health Act 1963
- Housing Act 1985 (Section 96)
- Housing Act 2004 (Section 96)
- Home Standard 2015
- Decent Homes Standard 2006 (Communities and Local Government)
- Environmental Protection Act 1990
- Equality Act 2010
- Human Rights Act 1998
- Commonhold and Leasehold Reform Act 2002
- Gas Safety (Installation and Use) Regulations 1998
- Fire Reform Regulations 2005
- The Control of Asbestos Regulations 2012 (as amended)
- Health and Safety at Work Act 1974
- The Management of Health and Safety at Work Regulations 1999
- Control of Substances Hazardous to Health Regulations 2002 (as amended)
- Water Supply (Water Fittings) Regulations 2018 (as amended)
- Housing Health and Safety Rating System 2006 (Communities and Local Government)

5. Carrying out Day to Day Repairs

- 5.1 CDL aims to utilise its resources effectively and efficiently to provide a high quality, responsive repairs service in line with its repairing obligations, whilst at the same time ensuring that its repairs service meets the needs and expectations of tenants.
- 5.2 CDL's policy for carrying out day to day repairs is built around a number of key principles:
- To provide an open, accountable and consistent level of service.
 - To optimise the balance between cost and service quality, so as to achieve value for money.
 - To continually obtain customer feedback to ensure the service responds to the needs of customers and remains 'fit for purpose'.

6. Definition of Day to Day Repairs

- 6.1 Day to day repairs are repairs carried out when components fail, and which cannot wait to be undertaken under a cyclical, planned, or improvement programme. These works comprise of responsive repairs to items such as plumbing/sanitary equipment, door/window fittings, heating appliances and electrical installations.

7. Reporting Repairs

- 7.1 Repairs reported during office hours must be reported to CDL by telephone, email or in writing.

- 7.2 An Out of Hours service will be available for tenants to report emergency work. Emergency repairs are deemed as repairs where there is a potential to cause significant risk to the tenant, or further damage to the property if not immediately addressed.
- 7.3 It is the tenant's responsibility to report repairs promptly as and when they become aware of them, particularly if leaving the repair unaddressed could cause further damage or deterioration to the property, or risk of injury to residents or others. Failure to report repairs may be considered neglect of the property and a breach of the Tenancy Agreement.
- 7.4 If a tenant fails to notify CDL that they are unable to keep an appointment for works to be carried out, then the repair will be cancelled. In addition, if persistent requests are made for repairs and contractors are unable to access the property, a call out charge may be applied to the tenant as a recharge. Similarly, if repeated call outs are made by contractors and it is determined no repair is required, the cost of the call out charge may be applied to the tenant as a recharge.

8. Repair Categories

- 8.1 In order to deliver a more efficient and cost effective service, repairs will be prioritised according to the nature of the work involved. Repairs that are required as a result of component failure or breakdowns that put tenants' health and safety, or the property, at risk, will be dealt with faster than those that can safely wait.
- 8.2 The day to day repairs service is organised into two main categories of repair which are 'emergency' and 'routine'. These are defined as follows:

8.2.1 Emergency

An emergency repair is defined as something that could not have been foreseen and which could cause danger to health, residents' safety, or serious damage or destruction to a property. All emergency repair requests will be attended to within 4 hours of notification and 'made safe' within 24 hours. The minimum emergency service will be a 'make safe' solution with any associated outstanding repair work to follow on from the original visit. CDL will have arrangements in place to ensure requests for emergency repairs can be received and responded to 24 hours a day, 7 days a week.

Examples of emergency repairs include:

- Gas leaks.
- Exposed live electrical cables.
- Severe water leaks.
- Major drainage problems.

Abuse of this service may result in a recharge being applied for out of hours calls that are not deemed emergencies.

8.2.2 Routine

Routine repairs are all other repairs that need to be carried out to remedy building or component failure and that cannot reasonably wait for a programme of cyclical, planned or investment works. Routine repairs will be given a 28 calendar day priority.

- 8.3 Planned maintenance repairs are detailed within CDL's Planned Maintenance Policy.
- 8.4 Tenants will be advised of the priority assigned to their repair at the time of it being booked and for routine repairs a mutually convenient time slot will be agreed for attending and carrying out the works.
- 8.5 CDL will give priority to those repairs that require a more urgent response i.e. no heating during the winter period and those repairs causing most inconvenience for tenants. Prioritisation will also reflect the vulnerabilities of the tenant and current weather conditions.

9. Appointments to Undertake Repairs

- 9.1 When a tenant notifies CDL of a repair, they will be advised of how quickly it will be attended to. CDL and the tenant will agree an appointment slot based on the availability of the tenant and the contractor.
- 9.2 Peak times can vary dependent upon the season and local weather conditions and therefore tenants will be advised of any longer than usual times when they report the repair.
- 9.3 Each repair will be assessed by the attending contractor. If required, specialist technicians may be called to undertake the repair.
- 9.4 CDL always aims to complete repairs within the mutually agreed timescales, however, this may not always be possible, such as if special parts need to be ordered, or if repairs are dependent on other companies or suppliers. If there is a delay in being able to complete a repair, then the tenants will be notified, advising of the reason and when the repair is likely to be completed.

10. At Risk Groups

- 10.1 If a tenant or a member of their household is less mobile (perhaps because of advanced age or a disability), or the household contains a young child/baby, then some types of repairs may place greater risks on the residents. These situations will be identified and repairs attended to more quickly if at all possible.

11. Out of Hours Emergencies

- 11.1 CDL operates an out of hours service to complete emergency repairs in order to make the property safe until a full repair can be undertaken. This service is available through Nationwide Property Assistance Limited.

- 11.2 An emergency repair is restricted to circumstances where there is a danger to life, a safety hazard, the potential for more extensive damage, or is required to ensure a home is secure.
- 11.3 In the event of a heating system break-down which leaves a home with no heating, temporary heaters will be provided if required by the tenant.
- 11.4 The emergency repairs contractor will aim to attend all emergency repairs reported out-of-hours within 4 hours of it being reported. The tenant is responsible for granting access to the property in instances where emergency repairs are required.
- 11.5 The priority in instances of emergency repairs will be to make the property safe. As such, follow-up visits may be required to undertake a full repair. This will be undertaken at a convenient date and time agreed with the tenant in line with the approach to routine repairs.
- 11.6 During the winter period, the out of hour's service for emergency repairs will include heating and hot water repairs. During the summer period, these repairs will be undertaken as a routine repair.

12. Pre-inspections

- 12.1 Some jobs will require a pre-inspection and a visit by a member of CDL staff or contractor before the repair is arranged. These will include:
- Damp or mould related problems
 - Structural defects that have potential to cause harm or deteriorate rapidly
 - Paths, walkways and common areas
 - Fire related repairs
 - Potential insurance claims
 - Any repairs request for any damage believed to be caused by the tenant or someone visiting their property
 - Re-plastering where the scope of the job is not known
 - If the diagnosis given by the tenant is not detailed enough.
- 12.2 An appointment will be made for carrying out the pre-inspections and a member of CDL staff or contractor will attend the property within 5 working days of the report being made.
- 12.3 The repair will then be categorised under the standard response times.

13. No access

- 13.1 Where access cannot be gained to undertake a repair CDL will take appropriate measures to make further arrangements for works to be carried out. These measures will include:
- Leaving a card to ask the tenant to rearrange a visit
 - Telephoning the tenant to rearrange the visit
 - Writing to the tenant requesting that they contact CDL to rearrange a visit

- Sending a surveyor out to inspect in instances where the tenant's original repair report suggests a potentially hazardous situation exists

13.2 Ultimately, if a tenant is unreasonably preventing access to undertake the repairs, this may be considered a breach of their tenancy and may result in action and, potentially, the loss of tenancy.

14. Rechargeable Repairs

14.1 Charges will be levied where a repair becomes necessary as a result of the wilful, negligent or accidental actions of a tenant, household member or visitor to a property, as opposed to through fair wear and tear.

14.2 The following items will be recharged:

- Repairs undertaken because of damage or loss caused by the tenants (accidental or intentional) to any part of the structure or fabric of the building that extends beyond normal wear and tear.
- Repairs that need to be carried out which are the responsibility of the tenant.
- If alterations are made to the property without permission, or are not carried out to a reasonable standard, and CDL are required to reverse the alteration and make good the condition of the property to its previous state.
- If the home has become empty due to bereavement and we are required to empty it of possessions, this would be charged to the deceased's estate. Some discretion in this may be exercised, dependent upon the circumstances of individual tenants.
- The cost to clear out homes (occupied or empty) and include the cost of skip hire if required for the removal of rubbish; this includes any waste or redundant tenant possessions that may be left in the home, roof space or any outbuildings.
- Any costs incurred from carrying out work associated with fumigation/disinfestations of a property.
- The cost to restore gardens to an acceptable and manageable condition.
- Where CDL have arranged an appointment to carry out safety checks i.e. for heating, servicing, fire safety or electrical inspections, and have not been able to gain access to the property.

15. CDL's Repair Obligations and Responsibilities

15.1 CDL are responsible for the repairs and maintenance of the main structure and common parts of its housing portfolio. CDL will keep the following in good repair and repair any damage that has not been caused by the tenant, anyone living at the property, or visitors to the property:

- The structure and exterior of the building including roofs, external walls, windows and doors, entrance and exit doors and built in garages.
- Clearance of leaves from gutters and valley gutters in apartment blocks.
- Drains, external pipes and guttering.

- Clearance of leaves from gutters and unblocking outlets to valley gutters on apartment blocks only (this is the tenant's responsibility in other dwellings).
- Sewers, which are not the responsibility of another person or body.
- Paths, steps or other access routes that connect the front of the property to the front door and the front door to the back door.
- Kitchen fitments.
- Bathroom fitments.
- Internal doors.
- Heating and hot water.
- Ventilation systems.
- Communal areas in apartment blocks, including entrance halls and stairways.
- Any installation provided by CDL. This includes heating systems, pipework for the supply of gas and water, electrical wiring (not including meters).

15.2 CDL will make all reasonable efforts to enable access to carry out the work.

15.3 CDL are responsible for ensuring that good quality materials are used by the contractors and that high standards of workmanship are delivered.

15.4 CDL will ensure that all of its housing portfolio meets the Decent Homes Standard.

16. Tenants Maintenance Obligations and Responsibilities

16.1 The tenant must keep the property in good condition and not cause any damage to the property.

16.2 The tenant is responsible for carrying out any repairs whereby the damage has been caused by them.

16.3 The tenant is obliged to report and allow access to carry out repairs to the property and the common areas.

16.4 The tenant is responsible for internal decoration following a repair.

16.5 The tenant should not carry out any alterations to the property without CDL's prior written consent.

16.6 Tenants are responsible for carrying out the following repairs:

- Keeping inside and outside of the property in reasonable condition
- Internal decoration
- Replacing toilet seats
- Clearance of leaves from gutters and valley gutters, other than in apartment blocks.
- Minor plastering cracks and chips
- Fitting draught excluders

- Fitting doorbells
- Laminate flooring and carpets – to include reinstatement after essential repairs have been carried out
- Installing curtain repairs
- Replacement of hat and coat hooks
- Bearing the costs for a contractor to ease and refitting internal doors after carpets have been laid
- Bearing the costs for a contractor to replace or repair damaged internal doors where the damage has been caused by the tenant
- Cleaning minor blockages to sinks, baths, wash hand basin and toilets caused by the tenant
- Repairs to domestic appliances such as dishwashers, washing machines etc.
- Servicing tenant's own appliances
- Replacement of light bulbs, fluorescent strips and starters, except in communal areas
- Telephone points and sockets
- TV aerials unless the tenant is on a communal area system
- Cracked or broken glazing
- Repairs to gates and fences which haven't been fitted by us
- Sheds
- Washing lines
- Paving other than main paths
- Clearing leaves from external gullies or grids

17. Performance Standards

17.1 CDL will maintain internal information systems which are based around ensuring effective monitoring, control and reporting of its repairs and maintenance activities. Comprehensive records of all repairs and maintenance will be held with a view to demonstrating transparency in the way work has been carried out and authorised.

17.2 The company will monitor repairs and maintenance performance using performance indicators as follows:

- Average time taken to complete emergency and non-emergency repairs
- Number of appointments made and adhered to
- Number of repairs which were completed right first time
- Average void property re-letting time
- Average void repairs costs
- Number of properties with a valid gas safety certificate
- Number of properties with a current periodical electrical test certificate
- Customer feedback.

18. Complaints

- 18.1 Tenant's may submit a complaint using CDL's Complaints procedure if it is felt that CDL have failed to correctly apply this policy.

19. Review

This policy will be reviewed every 3 years from the approval date, or in-line with impacting corporate, legislative, or regulatory change requirements.

Recommendations for CDL Private Rental Properties

Author: Alexandra Burley

Date: 10th April 2023

Deposits

Legislation states that the tenancy deposit cannot be more than 5 weeks' rent, and typically CDL would charge 4 or 5 weeks rent in advance. In order to ensure CDL are financially protected as much as possible in cases of unpaid rent and damage to its properties, it is recommended to charge the maximum 5 weeks' rent.

Pets

With regards to allowing tenants to keep pets within CDL private rented properties, CDL should use its discretion upon each tenancy application i.e. if a tenant states that they have a dog that they use for breeding, then we should refuse this, or if they have a large number of dogs/cats.

CDL are unable to charge a higher deposit for tenants who have pets, however there is the option to charge "pet rent", whereby CDL can charge a higher monthly rent to cover the risk to the property should the pet cause damage. In any case, CDL would be able to retain the full tenancy deposit if the property is damaged by pets.

It is possible that the legislation around pet rent could change in the future, therefore it is recommended that CDL do not charge higher rents for those with pets. In addition, if CDL did charge pet rent, tenants could argue that it is unfair and penalises the animal's owners.

Holding Deposits

The legislation changed a few years ago whereby tenancy application fees were banned. The alternative that was provided is a holding deposit. A holding deposit is capped at one weeks' rent. It reserves a property for an applicant and once the applicant has paid the holding deposit, they have 15 days to sign the tenancy agreement.

The restriction on us is that we cannot rent the property to anyone else within that time period, without offering it to the tenant first. The tenant can ask us to hold the property for more than 14 days, however we must agree to it in writing.

Our obligations include:

- Providing the tenant with details of the holding deposit in writing, including what will happen to the funds if the tenant doesn't move in.
- If we decide not to proceed with the tenancy (at no fault of the tenant), then we must return the holding deposit within 7 days of the end of the 14 day holding deposit.
- We don't have to give the deposit back if the tenant decides not to move in, gives false or misleading information (i.e. they lie about their income), or if the tenant decides to move in but doesn't provide us with the right information within 14 days.
- Once a tenancy agreement is signed, we must pay the holding deposit back within 7 days, or we can put it towards either the tenant's deposit. This must then be protected under a deposit protection scheme.

Deposit Protection Schemes

There are 3 government backed deposit protection schemes, being Deposit Protection Service (DPS), Tenancy Deposit Scheme (TDS) and MyDeposits.

There are two types of schemes that can be entered into: insurance based or custodial. Custodial means that we transfer the deposit money to the scheme we choose, whereas insurance based means that we hold the deposit for the duration of the tenancy but we pay a protection fee to the Deposit Scheme. I would recommend that we use a custodial scheme as it costs us nothing (the Deposit Scheme makes its money by the interest earned on holding the deposit).

Recommendation

Deposits – it is recommended that CDL charge all tenants the maximum deposit allowed, being 5 weeks' rent, to ensure CDL are financially protected as much as possible.

Deposit Scheme – it is recommended that CDL use a custodial scheme as it comes at nil cost to CDL (the Deposit Scheme makes its money by the interest earned on holding the deposit) and use TDS custodial scheme as TDS are known for having a better reputation in the service it provides to landlords & tenants.

Pets – it is recommended that CDL allow tenants to have pets with prior written permission, and that discretion should be used in any case. It is not recommended to charge a higher rent for those with pets, due to the possibility of legislation changes in the future, and it being a controversial topic amongst tenants.

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