

Schedule 9 - Housing Management Terms

Housing Management Terms Relating to the Property at Reardon Court

1. Objectives

1.1. The purpose of these Housing Management Terms (also referred to as SLA) are to:

- Clarify respective roles and responsibilities of the parties; and
- Ensure liaison, good communication and joined up working between the parties relating to the housing management of the property at Reardon Court to ensure the effective provision of a housing management and Care Service to occupants.

2. Property

3.1 The property covered by this SLA is Reardon Court – details at **Appendix A** below.

3. Housing Management and Support: Responsibilities

3.1.1 The Council Housing Service will manage the property in accordance with best housing management practice, council policies, legal requirements and in compliance with the requirements of the Regulator for Social Housing and Department of Levelling Up Communities and Housing.

3.2. The Service Provider will provide care services to residents of the property as covered by the Contract and the Specification and in accordance with Best Industry Practice

3.3. Both Parties will co-operate with each other where there needs to be joint working between the parties for both parties to satisfactorily deliver the Services. Any issues with the performance of either party will be raised in Operational Liaison and Quarterly Management Liaison meetings in the first instance.

3.4. The Council Housing Service will allow the Service Provider access to the communal areas of the property and the use of any designated offices and staff facilities to enable the Care Services Provider to provide Care Services to the

occupants. A service charge will be levied on the Service Provider to cover the cost of heating and lighting and other utilities for each shared office and staff facility See **Appendix B** for a breakdown of service charges.

3.5. Enfield Council Housing Service and the Service Provider will each nominate a specific person to be responsible for the liaison required. This will be the Housing Officer responsible for the property on behalf of the Council Housing Service (the Council Housing Representative) and a member of staff of the Care Services Provider assigned to the property on behalf of the Care Services Provider (the Service Provider Housing Representative). Their respective managers will be in attendance for the Quarterly Management Meetings.

3.6. The detailed respective responsibilities of the Enfield Council Housing Service and the Care Services Provider are attached as **Appendix C**

4. Selection and allocation

4.1 The agreed Referral, Allocation policy and procedure is attached as **Appendix D**

4.2 The Service Provider will assess referrals to the property and liaise with Enfield Council Housing Service within agreed timescales specified in **Appendix D**. Enfield Council Housing Service will have the final decision on the allocation of units.

5. Confidentiality

5.1 Both parties agree to respect the confidentiality of individual occupants and comply with the law. The Service Provider and Enfield Council Housing Service should inform the Occupants that a consent form for the disclosure and sharing of information must be signed by each tenant at the start of the tenancy.

5.2. There may be certain circumstances in which disclosure of information is required by statute or court order or exceptionally, in the absence of consent, can be justified in the public interest. Disclosures based on public interest involve weighing that interest against the duty of confidence in that set of circumstances. The balance may be delicate, and it may be necessary to take legal advice.

6. Fire, Health and Safety

- 7.1. The Service Provider will notify Enfield Council Housing Service of any disrepair of which it is aware on behalf of the occupants where they are unable/unwilling to do so. Regular inspection and annual Fire Risk Assessments are carried out by the Council. However, if a risk is identified, it should be reported to Enfield Council Housing Service immediately by the Service Provider.
- 6.2. Enfield Council Housing Service will rectify any disrepair at the property within a reasonable period of being informed of the defect.
- 6.3. As landlord Enfield Council Housing Service will be responsible for fire safety for the building and will undertake Personal Emergency Evacuation Plan (PEEP) at a minimum of annually with all residents. Enfield Council Housing Service will ensure all residents are aware of the means of escape.
- 6.4. Enfield Council Housing Service will carry out weekly fire alarm tests and keep appropriate records. Any issues or disrepair found by the Service Provider MUST promptly report any fault or disrepair relating to the fire alarms on the Property to Enfield Council Housing Service.
- 6.5. Enfield Council Housing Service in partnership with Enfield Council Adult Social Care Service will, as far as is possible, provide temporary accommodation for residents in the event of an emergency. The Service Provider may assist in this to the extent that it is reasonable to do so.
- 6.6. In the event of an emergency outside office hours relating to electricity, gas or water services, or anything that would endanger the health and safety of the residents, the Service Provider shall immediately contact the Council's Out of Hours service and emergency services if required.
- 6.7. Annual safety checks are a legal requirement and all residents will be required to allow Enfield Council Housing Service and any representative of the Council, to perform these checks. The Service Provider will be expected to help Enfield Council Housing Service provide this service and will explain to the tenant the reason for it.

7. Legal Action in Respect of Tenancy Agreements

- 7.2. Should Enfield Council Housing Service have any reason to take legal action against any tenant under the terms of the tenancy agreement it will inform the Service Provider at each stage of any action to be taken and reasons for the action.
- 7.3. Both parties will work together to try and prevent any loss of tenancy where possible.

8. Indemnity

- 10.1 The Service Provider indemnifies the Council against any cost, expenses, losses, actions, claims or demand against the Council arising out of any failure on the part of the Service Provider to fulfil its responsibilities as herein set out or as imposed by statute or otherwise failing to be performed by the Service Provider.

9. General

- 9.1 Both Enfield Council Housing and the Service Provider will:
- Pass on to the other within seven days of receipt a copy of any Notice received or served.
 - Notify the other immediately of any incident which could lead to adverse publicity or of any change of circumstances or any complaint concerning the property to the other.
 - Not do anything or knowingly permit anything to be done in the Property which would invalidate any insurance taken out by either party or which would increase the premiums payable. All disrepair must be reported as soon as any party is made aware of it.
- 9.2. Should either party become aware of any circumstances that may affect the continued provision of the service they have an obligation to inform the other in writing within 7 days. Any obligation to inform the other party relating to personal data breach must be carried out promptly and no later than 48 hours of the breach.

10. Liaison, Review and Revision

10.1 The Later Living Manager and a nominated Service Provider representative agree to attend an Operational Liaison meeting every 6 weeks to ensure the smooth running of the project. Liaison meetings will follow the Agenda attached as **Appendix E** and will be chaired, by the Later Living Manager.

10.2. Operational Liaison meetings will focus on:

- Areas where there is joint responsibility such as selection Health and Safety and Fire Safety issues relating to the building and the individual residents, any illegal acts (suspected or otherwise), where a tenant has breached his/her conditions of tenancy, antisocial behaviour, safeguarding concerns or any other act that will impact on other people's right to live peacefully.
- Support issues where information needs to be shared on maintenance and housing services. All disrepair must be reported by all parties as soon as it is known.
- Any action taken by Enfield Council Housing in respect of the tenancy agreement. All housing management action will be fed back to the Service Provider to work together to rectify any housing management issue prior to resorting to legal action.
- Enfield Council Housing Management Staff will make a copy of the action points available within 3 days of the meeting taking place if it isn't possible to provide copies at the end of the meeting.
- Any outstanding action points from a previous meeting will be dealt with at the start of the next Liaison Meeting.

10.3. Quarterly Liaison meetings will be held between the Older Persons Support Manager and the Service Provider. The meetings will be chaired by the Older Persons Support Manager and action points will be noted. Any issues unable to be resolved in the Operational Liaison meeting will be addressed here. All issues will be given timescales and clear plans of action will be agreed to resolve outstanding issues.

- 10.4. Enfield Council Housing and the Service Provider will review this SLA annually. Amendments to the SLA may be made at any time with the consent of both parties.

Definitions

In this Agreement the following expressions will have the following meanings:

'Housing Management Services'	The services provided to 'Resident' by the Service Provider and Enfield Council Housing as set out in Appendix C.
'Notice'	Any notice received by either party from any source <i>[excluding notices seeking possession]</i> which relates to the 'Property', the 'Residents' or the Housing Management Services.
"Tenancy Agreement"	An 'Tenancy Agreement' entered into by each of the 'Residents'.
'Property'	The 'Property' or properties more particularly described in Appendix A.
"Residents"	Persons accommodated at the 'Property' who will satisfy the selection criteria set out in Appendix C 1.1 and 1.2 and who enter into an 'Tenancy Agreement' with the Council or otherwise occupy a property.
'Unit'	A room or set of rooms at the 'Property' capable of being the subject of a 'Tenancy Agreement'.

Appendix A

Property

Name of Care Services Provider	Address	Post code	Shared Bedspaces	Self Contained units
	Reardon Court, Cosgrove Close, Winchmore Hill	N21	0	70

Appendix B

Breakdown of Rent Charges 2024/25

Property Address	Office/Staff Facilities Reardon Court
Item	Charge per Annum
Electricity & Power	£0.00
Water Charges	£0.00
Heating & Hot Water	£0.00
Window Cleaning	£0.00
General Cleaning	£0.00
Pesticide & Pest Control	£0.00
Maintenance of Equipment	£0.00
Grounds Maintenance	£0.00
Fire & Smoke Detection Equip	£0.00
Legionella Testing	£0.00
Total	£TBA

Appendix C

Housing Management and Support

Enfield Council Housing and Service Provider Responsibilities

1 Enfield Council Housing is responsible for:-

- 1.1 Selecting tenants in accordance with the Enfield Council's Allocation scheme.
- 1.2 Letting the property including signing up new tenants, providing HB forms and explaining the terms of the tenancy to new tenants.
- 1.3 Making final decision on the allocation of tenancies, including balancing needs of support & housing management in final decision on the allocation of tenancies.
- 1.4 Submitting new and revised Housing Benefit claims.
- 1.5 Administering the tenancy agreement and carrying out its obligations as landlord and ensuring that the tenants carry out their obligations under the agreement.
- 1.6 Void management.
- 1.7 Providing appropriate support to tenants in respect of their finances including advising and assisting in respect of claims for welfare benefits and ensuring that the tenant is provided with appropriate support and advice to ensure the timely payment of rent.
- 1.8 Undertaking legal action relating to breaches of the Tenancy Agreement as necessary. Enfield Council Housing will inform the Service Provider about any legal action and will consult Service Provider about any evictions. Enfield Council will bear the cost of any legal proceedings by tenants against the Council
- 1.9 Setting the rent and service charges.

- 1.11 Collecting rent and service charges.
- 1.12 Maintaining the premises in accordance with the requirements of the Landlord and Occupant Act 1985 subject to agreed budgets.
- 1.13 Arranging and monitoring equipment service contracts.
- 1.14 Maintaining the decoration of both the interior and exterior of the premises to a reasonable standard. It is the responsibility of Enfield Council Housing to keep both the residents of the property and the Service Provider informed of the cyclical programme.
- 1.15 Making adequate provision for emergency repairs inside and outside normal office hours.
- 1.16 Informing the Service Provider of any statutory notices served on Enfield Council in respect of the property covered by this Agreement.
- 1.19 Repairing and replacing all furniture and equipment as required for the efficient running of the premises other than residents' personal property in consultation with Service Provider and subject to agreed budget.
- 1.20 Maintaining an inventory of furniture, white goods, carpets and any other fixtures and fittings belonging to the property but not in the units.
- 1.21 Keeping all gas and electrical equipment at the Property in good and safe working order, replacing where necessary and carrying out regular gas and electrical checks.
- 1.22 Providing adequate means of escape and fire protection equipment in the property and arranging to have the equipment serviced on a regular basis.
- 1.23 Providing and maintaining fire equipment at the Property and replacing where necessary, in accordance with the recommendations of the Housing Fire Safety Advisor in conjunction with the LFB.
- 1.24 Ensuring that the Property is kept safe in accordance with the health and safety policies including keeping means of escape free from obstruction.

- 1.25 Cleaning common parts and ensuring that gardens, pathways, and dustbin areas are kept clean and tidy. Monitoring the work of service contractors including cleaning and ground maintenance.
- 1.26 Undertaking regular fire drills and break point and weekly fire alarm checks and keeping a record of these checks. These will be included in the Quarterly H&S checks performed by the housing management staff.
- 1.27 Consulting on and/or involving residents in changes to the management or services offered at the scheme.
- 1.28 Employing Housing Officers and other appropriate staff to carry out the above responsibilities.
- 1.29 Writing and implementing housing management policies.
- 1.30 To notify the Service Provider of any complaint or action affecting this Agreement to be taken by a third party against any tenant or Enfield Council Housing.
- 1.31 Notify the Service Provider of any complaints received at the appropriate point in the respective complaints' procedure.
- 1.32 Regular liaison with the Service Provider.
- 1.33 Complete Quarterly Premises Health and Safety Risk Assessments in conjunction with Service Provider and share copies of completed forms.

2 The Service Provider is responsible for:-

- 2.1 Recruiting, employing, and supervising all the staff to meet the support needs of occupants.
- 2.2 Arranging for residents to move in and obtaining assistance where appropriate.
- 2.3 The general welfare of residents.

- 2.4 Meeting residents needs in areas of safety and wellbeing.
- 2.5 Reviewing the care plans of individual residents in conjunction with Enfield Council's Adult Social Care team.
- 2.6 Providing fire safety training to care staff on site and informing Enfield Council Housing of the people trained and to what standard.
- 2.7 Notifying Enfield Council Housing of maintenance defects
- 2.8 Giving access to Enfield Council Housing maintenance contractors when required. This includes assistance with the annual gas safety checks.
- 2.9 Maintaining physical security arrangements i.e. ensuring property is secure at all times and report any concerns to the housing management staff.
- 2.10 Liaising with Enfield Council Housing and Enfield Council's Adult Social Care team to obtain any aids or adaptations needed by residents at the property.
- 2.11 Providing copies of any inspection reports to Enfield Council Housing.
- 2.12 General liaison with Enfield Council Housing. This will normally be in the form of the liaison and management meetings.
- 2.13 To attend and assist in completion of Quarterly Premises Health and Safety Risk Assessments with Enfield Council Housing. Enfield Council Housing will keep a record of completed forms.

Appendix D

Referral, Selection and Allocation policy and procedure

Enfield Council Housing has set a target of 21 days to re-let void properties. Both parties will work together to ensure incomes from void loss is minimised.

Properties will be let according to the council's Housing Allocation scheme:

[Housing Allocation Scheme | Enfield Council](#)

The Service Provider will notify Enfield Council Housing when they become aware that a client moves out without warning or abandons the property within 48 hours so that another Housing applicant with a care and support need can be put forward for Reardon Court Extra Care Housing scheme.

Enfield Council Housing will prioritise the turnaround of the void works on any flat where an applicant is waiting to move in and liaise with the Services Provider to ensure the tenant settles into the property with a minimum of disruption.

Appendix E

Enfield Council Housing and The Service Provider Operational Liaison Meeting

Date:

Venue:

Agenda

1. Financial

- Arrears
- Housing Benefit
- Voids – actual/pending
- Strategy for reducing arrears and bringing payments in line with targets.

2. Property Management

- Neighbour disputes
- Nuisance
- Harassment
- Service contracts

3. Legal

- Update on NOSPs served/to be served
- Update on Court dates pending

- Update on possession proceedings – applications for Bailiffs etc

4. Referrals

- Update on waiting list/referrals/transfers

5. Tenant Complaints

6. AOB

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