

Report of:	Meeting	Date	Item no.
Cllr Roger Berry, Neighbourhood Services and Community Safety Portfolio Holder and Mark Broadhurst, Service Director Health and Wellbeing	Cabinet	5 September 2018	9

<p>Changes to the My Home Choice Fylde Coast Partnership Agreement and Consistent Assessment Policy</p>
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1. Purpose of report

- 1.1 To consider changes to the My Home Choice Fylde Coast Partnership Agreement and Consistent Assessment Policy in place to govern the allocation and letting of social housing in Wyre.

2. Outcomes

- 2.1 Maintenance of a lawful, robust and transparent social housing allocation scheme.
- 2.2 A quicker and easier process for residents to apply for social housing

3. Recommendations

- 3.1. That Cabinet notes and considers the feedback from, and response to, the consultation on the My Home Choice Fylde Coast Policy and system as set out in Appendix 3.
- 3.2 That the Council enters into a new Partnership Agreement with local social housing providers and Blackpool and Fylde Councils to maintain and further develop the My Home Choice Fylde Coast sub-regional system for letting social housing as set out in Appendix 1.
- 3.3 That the amended Consistent Assessment Policy at Appendix 2 be approved.

4. Background

- 4.1** Since May 2012 social housing in Wyre has been allocated through a single system called My Home Choice Fylde Coast that also covers social housing in Blackpool and Fylde. This web-based system is supplied by Abritas Ltd which has recently become part of Civica UK Ltd. There is a Partnership Agreement in place between the partners that enables someone looking for housing to make one application to have access to homes owned by the six largest landlords in the area.
- 4.2** This is an improvement on the previous arrangements that required separate applications to each social landlord, had different criteria being applied by each landlord and required the Council's Housing Options Team to negotiate to get individuals most in need accepted for housing.
- 4.3** Through My Home Choice Fylde Coast Regenda Housing Group assesses applications to the common housing register from Wyre residents and awards each one a priority level. The Fylde Coast Consistent Assessment Policy (CAP) sets out how priority levels are determined across the partnership. Essentially applicants are awarded priority with regard to statutory housing needs criteria. Following the Localism Act 2012, Councils have had more flexibility in who they prioritise.
- 4.4** In December 2013, as a result of the Localism Act, the CAP was changed to introduce a stronger local connection requirement. Once on the housing register, applicants can express interest in available properties as they are uploaded each week onto My Home Choice Fylde Coast by the partner social landlords. Generally the applicant expressing an interest who has the greatest priority and who has been on the list for the longest time is offered the property.
- 4.5** Social landlords are committed under the Partnership Agreement to letting all of their homes in accordance with the Council's policies and not just the 50% minimum that is required by the social housing regulator.
- 4.6** Individual landlords still have their own lettings policies that set out any specialist requirements for some groups of homes.

The need for review

- 4.7** There are now a number of challenges with the way that these systems and policies are operating that mean that a review and further investment is required. An initial consultation exercise was run in November/December 2017 (see Appendix 3) and the following areas were highlighted as requiring change:
- The choice-based lettings arrangement doesn't suit everyone, with many people either not able or not willing to wait until they are successful in expressing interest in a property. There are currently over 1,500 people in Wyre actively looking for social housing.

However fewer than 500 lettings were made in 2016-17. The average waiting times are between six and 12 months for those who find a new home, but many people wait much longer or end up looking elsewhere.

- The system is quite complicated and some find it hard to understand. There is a very detailed application and assessment process that we would now like to streamline for the benefit of applicants and improve efficiency at the assessment stage. Partner social landlords want to be able to offer a service similar to private lettings for some properties, advertising and letting them on a first come first served basis.
- The system is five years old and somewhat clunky by today's standards. A significant number of people start applying on the system and never complete their application. To help combat this in line with the digitalisation of services we want to invest in more modern software and make the system much easier to use, especially on mobile phones.
- The original partnership agreement has expired and partners will not continue to let their properties on the system, in accordance with the single allocations policy, unless we get a new agreement in place and invest in an updated software system.
- The Fylde Coast Consistent Assessment Policy needs to be reviewed to reflect the latest dynamics in local supply and demand and recent legislation. In particular while the number of people on the housing register has increased, the number of social housing lettings each year has significantly reduced, with tenants staying longer in their homes. The "bedroom tax" has changed the balance in demand between different sizes of homes, with strong demand for one bedroom flats, and for all houses, but weaker demand for two and three bedroom flats.

5. Key issues and proposals

- 5.1** It is proposed that a new Partnership Agreement is signed between Blackpool, Fylde and Wyre Councils, Regenda and six other social landlords. This will commit the partners to continuing to work together on a sub-regional social housing lettings system for the next five years. In particular, the agreement will continue to require that all partners make a financial contribution to the costs of developing and continuing to maintain the system, commit to continuing to use the system to let their local housing stock and continuing to abide by the Fylde Coast Consistent Assessment Policy.
- 5.2** The Partnership Agreement also sets out a plan to introduce a twin track approach to the letting of social housing, with at least 50% of homes let through a choice-based lettings arrangement. The remainder of the homes would be let on a first come first served basis whilst still maintaining priority for Wyre residents. Targets will be put in place and performance monitored to ensure that the majority of homes continue to be let to applicants who are in housing need.

5.3 It is proposed that Blackpool Council enters into a new contract on behalf of the partnership with the existing software provider, Civica UK Ltd, to purchase the latest version of the system and incorporate the new first come first served approach to lettings alongside improved choice-based lettings functionality. The cost of the updated system will be no more than £75,000, shared across the partnership, with Wyre Council contributing £6,370. The rest of the costs will be met by the other partners in accordance with the terms of the new Partnership Agreement. The contract will be for the same five year duration as the Partnership Agreement and will allow for annual maintenance costs similar to current levels at around £28,000 per annum. Again this sum will be shared between all members of the partnership, with Wyre's contribution being £4,380 in 2018/19 and subject to an annual price adjustment in line with CPI thereafter.

5.4 It is proposed that the Fylde Coast Consistent Assessment Policy is amended. Many of the existing policies will remain but following public consultation the main changes proposed include:

- Enabling residents who have moved between the three Fylde Coast boroughs to access the system (however, priority will still be given to Wyre residents for Wyre properties).
- Letting properties in two different ways – the majority of homes including those in shortest supply will still go to those with a housing need, but some will be advertised on a first come first served basis (subject to local connection).
- Simplifying the number of priority bands to A – C to represent those with a housing need. Those with no housing need will not be banded and will only be able to access those properties advertised on a first come first served basis. This should help make the application process much quicker and simpler for many people and reduce the costs of assessing applications.
- Properties will be uploaded onto the system as soon as they are available rather than relying on weekly advertising cycles to improve efficiency in letting.
- Encouraging people in work to access social housing. It is proposed that 20% of the homes made available on a first come first served basis will be offered in priority to people in paid or voluntary work.
- There will be more flexibility and choice in the sizes of homes that households can express an interest in. Currently, applicants are only allowed to bid for homes with a particular number of bedrooms. The new proposal will allow households an “extra” bedroom if they can show that they can afford the additional rent. This is especially helpful where families want children to have their own bedrooms or parents do not have children living there full time but want them to be able to stay over. This additional choice should make social housing more attractive to working households who would not otherwise consider it.

Financial and legal implications	
Finance	There is currently a budget of £5,000 to cover the cost of the current software system and any minor expenditure in relation to the My Home Choice Fylde Coast scheme. This budget should cover the ongoing maintenance in the short-term but may need to be increased should the annual inflation re-pricing exceed the base budget and this will be kept under review as part of the normal budget setting process. The one-off costs associated with the procurement of a new system upgrade for which Wyre will contribute £6,370 will be funded from the new burdens grant awarded by the then Department for Communities and Local Government for dealing with the implications of the new Homelessness Reduction Act (£14,688 in 2018/19).
Legal	The proposed changes to the consistent assessment policy will still ensure at least 50% of social housing will still go to those with a housing need in line with legislation.

Other risks/implications: checklist

If there are significant implications arising from this report on any issues marked with a ✓ below, the report author will have consulted with the appropriate specialist officers on those implications and addressed them in the body of the report. There are no significant implications arising directly from this report, for those issues marked with a x.

risks/implications	✓ / x
community safety	x
equality and diversity	✓
sustainability	x
health and safety	x

risks/implications	✓ / x
asset management	x
climate change	x
data protection	✓

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List of background papers:		
name of document	date	where available for inspection
None.		

List of appendices

Appendix 1 – Fylde Coast Partnership Agreement.

Appendix 2 – Proposed Consistent Assessment Policy

Appendix 3 – January 2018 Consultation Response Summary

arm/ex/cab/cr/18/0509dm1

Consistent Assessment Policy



Working in Partnership with:



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SECTION 1: INTRODUCTION

Purpose of the Policy

MyHomeChoiceFyldeCoast is the Choice Based Lettings (CBL) scheme operating across the Fylde Coast region. The Consistent Assessment Policy underpins the CBL scheme and forms the principal element of the allocation scheme for each Fylde Coast Local Authority (Blackpool, Fylde and Wyre) and Registered Provider operating in the area.

Each Local Authority has a statutory duty to have a scheme in place that sets out how social housing will be allocated. This is formulated and regularly reviewed in consultation with Local Authority members, housing providers and the public. It takes into account the level and patterns of the demand for social housing, stock profile, vacancies which are likely to become available and also reflects agreed strategic priorities.

This Policy sets out how applicants to the *MyHomeChoiceFyldeCoast* scheme will be assessed and priority awarded, ensuring a fair and efficient mechanism for the allocation of social rented homes across the Fylde Coast (including Council owned properties).

The Consistent Assessment Policy has been developed by the three Fylde Coast Local Authorities working in partnership with the following Registered Providers:

Blackpool Coastal Housing
Great Places Housing Group
Muir Group Housing Ltd
For Housing

Progress Housing Group
Places for People
Regenda Group

In drafting this policy *MyHomeChoiceFyldeCoast* partners have had regard to the Codes of Guidance issued by Central Government in addition to the following pieces of legislations:

- The Children's Act 2004.
- The Equalities Act 2010.
- Data Protection Act 1988
- Housing Act 1996 as amended by the Homelessness Act 2002
- Localism Act 2011

Aims of the Scheme

Although *MyHomeChoiceFyldeCoast* provides greater choice for applicants, the scheme in itself does not increase the number of properties available. Properties are advertised and applicants are encouraged to take an active part in the process by bidding on a property. The system is transparent and is expected to provide applicants with a realistic view of their prospects of securing accommodation.

The scheme's key objectives are to:

- Create a customer led choice based lettings scheme
- Widen the choice of housing
- Ensure the scheme is open, fair and accountable
- Increase understanding and satisfaction of the letting system
- Give new tenants a feeling of ownership of their property and community
- Help create sustainable communities
- Make more efficient use of the available housing stock

- Help tackle low demand and reduce void turnaround times
- Create a single point of access to all social housing on the Fylde Coast
- To meet the legal requirements for the allocation of social housing as set out in Part VI of the Housing Act (1996) as amended by the Homelessness Act (2002) and the Localism Act (2011)

Registered Providers participating in the scheme are committed to advertising their available properties to applicants who have applied and are registered on the system. Adverts will include a description of the property and indicate which applicants are eligible to apply. Applicants can then apply for the property of their choice provided they meet the stated eligibility criteria.

Overview of MyHomeChoiceFyldeCoast

To gain access to the *MyHomeChoiceFyldeCoast* scheme, eligible applicants only have to register once. They are then able to bid for suitable properties as they are advertised by partner organisations.

To have access to social housing through *MyHomeChoiceFyldeCoast*, applicants must i) meet nationally defined eligibility criteria for social housing, ii) have a local connection, and iii) not have been excluded for any other reason (see section 3 for further details on eligibility).

While all homes are advertised through the *MyHomeChoiceFyldeCoast* website, there are two different routes for allocating homes:

1. Homes reserved for applicants on the Housing Needs register

A minimum of 50% of properties advertised will be made available exclusively for applicants on the Housing Needs register. High demand properties, such as but not limited to 4+ bedrooms, Extra Care Housing and adapted stock will be reserved initially for those in the Housing Need stream.

Properties will be advertised for a 7 day cycle, with the cycle starting as soon as the property becomes available, on any working day.

Applicants from the Housing Needs register who express an interest in these properties will be shortlisted for homes in order of priority need for housing and the length of time the applicant has been in that band.

2. Homes open to all applicants registered on the system

A maximum of 50% of properties advertised will be made available to all applicants registered on the system - those on the Housing Needs register and those who are not. Applicants expressing an interest in these properties will be shortlisted in order of when their bid was placed, with the preference given to the earliest bids.

In order to recognise and reward those who work and make a contribution to the community, 20% of lettings available to all applicants will prioritise people who meet the working households and community contribution criteria (see Appendix Three).

Properties will be advertised for a minimum of 7 days to allow local people to bid, as soon as the property becomes available, on any working day.

Applicants who are on the Housing Needs register will have access to housing through both routes. The Local Authorities will monitor the proportion of all homes that are allocated to applicants on the

Housing Needs register. The aim is to enable two thirds of all homes to be allocated to applicants from the Housing Needs register.

SECTION 2: APPLYING TO JOIN THE HOUSING REGISTER

Making an Application

Applicants aged 16+ can register an application by visiting the website www.myhomechoicefyldecoast.co.uk. Applicants should answer all questions in the form fully and accurately and be prepared to provide supporting evidence as required.

Applications will be assessed by an Assessing Partner based on the current address of the applicant.

All applicants eligible for social housing will be able to log onto the website immediately and bid on properties. Where applicants may be eligible for the Housing Needs register, the Assessing Partner will aim to assess the housing application and allocate a priority band within 10 working days of submission.

For homelessness applications, further checks may be required. Applicants will be informed if this is the case.

Information Required

Applicants will be required to provide the following information:

- Contact details of the current landlord, tenancy type and if a formal Notice To Quit has been served.
- Address history for the last 3 years including landlord details and reason for leaving.
- Details of anyone on the application who has unspent criminal convictions. Details of the crime, date and length of sentence given and how long they served will be required. (See Appendix Two for further details).
- Details of action taken against anyone on the application for Anti-Social Behaviour including type of action e.g. court action or written warning and if an ASB Order has been granted.

Please note, *MyHomeChoiceFyldeCoast* will apply the suspension policy if appropriate (see section 4 for further details).

Documentation Requirements

The table below identifies potential verification needs and associated documentation required.

Verification Need:	Documents required (one of the following must be provided)
The identification of the applicant and households	Birth Certificate Passport Immigration papers
Eligibility to register for social housing	Passport National Identity Paper Home Office documents Wage slips Proof of Housing Benefit/Local Housing Allowance Proof of local connection
Proof of address and agreement terms, for example, tenancy agreement	Electoral Register entry Proof of rent payments Utility bills Pension book Confirmation from employer or DWP Tenancy Agreement Full driving licence Council Tax or telephone bill (recent) Bank statement (recent)
Proof of childcare responsibilities (Children who have previously been in the care of another person, including ex partner, must provide a combination of the evidence if a Residents Order is not available).	Child benefit or other benefits such as fostering allowance Residence Order Confirmation from Public Body (DWP, Social Services, Health & Education Authorities) Dependents birth certificate
Non-dependants verification for living with applicant	Confirmation from Social Services or other relevant statutory agency
Proof of pregnancy	Antenatal card/book Doctors letter MATB1
Threatened with eviction	Tenancy Agreement Valid Notice to Quit Court order

If an applicant is unable to provide the necessary documentation the case will be considered in light of individual circumstances by the relevant Partner Organisation. All offers are subject to verification.

Application Date and Effective Date

All applications will be given an 'Application Date' corresponding to the date the application was received for assessment.

Within each band, applicants order is listed by the 'Effective Date'. The 'Effective Date' is the date of application, or where an applicant's circumstances have changed and resulted in a higher band being awarded, the 'Effective Date' will be the date from which the higher band applies.

Online Security

Upon registration applicants will be issued with a registration number and memorable date to enable login for the service. Password resets can be requested via the *MyHomeChoiceFyldeCoast* website. Password reset/reminder information will be sent to the main applicants e-mail address. For this reason it is important that all applicants provide their own e-mail address.

Pre-tenancy Checks

Once an offer of accommodation is made, individual landlords may undertake relevant verification of their identity, circumstances and housing conditions. This may be in the form of an online application, interview, home visit and/or telephone call.

Evidence of outstanding housing debts will be verified. Where applicants have indicated anti-social behaviour and 'unsent' convictions, relevant checks will be made.

Landlord references (current/previous) will be sought where the applicant has held a private or social housing tenant. A credit check may also be carried out.

All applicants may be required to provide the following documents:

- Proof of identity and residence for all persons included on the application, including but not limited to: passport, identity card, phot driving licence, birth certificate or written confirmation from a professional person or support agency
- Proof that they are still an eligible person
- Proof of current address
- Proof of income
- Other documentation as appropriate

Offers may be withdrawn from an applicant who does not participate in pre-tenancy checks within a reasonable timescale.

References

Applicants will be required to provide two references to the Partner Organisation once they have successfully bid for a property. One reference must be from a current or the most recent landlord and may include a staff reference from interim or supported accommodation.

References will also be considered from the following (this list is not exhaustive):

- Successful completion of a recognised tenancy training programme
- Current/former employer
- Teacher/College Lecturer
- Person of standing in the community.

References will not be accepted from family or friends. Further landlord references may be requested as required. Partner Organisations will review applications with unsatisfactory references.

Advice and Information

The Fylde Coast Local Authorities provide free independent housing advice to residents in their district. Partner Organisations to the *MyHomeChoiceFyldeCoast* scheme will ensure information and

advice is available for applicants who need support to join or use the scheme, including a copy of the Consistent Assessment Policy.

False Information

Partner Organisations are committed to taking legal action against any applicant found to have gained a tenancy based on false information in their application form. (See section 4 – False Information for further details.

Data Sharing

Information provided in the application form will be made available to all partners of the Choice Based Lettings scheme. All supporting documentation will be scanned by relevant partners and electronically attached to the on-line application.

Data Protection

Information provided as part of the application process will be treated in the strictest confidence and in accordance with current data protection legislation. Information will be held on a computerised database and will only be accessible by Partner Organisations. The data provided will be used to assess an applicant's eligibility for social housing and identify if there are additional support needs, enabling Registered Providers to rehouse applicants into appropriate accommodation. Where necessary, information will be shared with agencies providing housing related support.

Partner Organisations reserve the right to validate applicant information with appropriate organisations including the Police, Local Authorities, Employers, Probation Services, Former/Current Landlords, Banks and Building Societies, Health Professionals, Social Services and Credit Reference Agencies. Consent is sought via the Declaration on the application form.

Individuals are entitled under the Data Protection Act to request details of their personal data held by *MyHomeChoiceFyldeCoast* for which a charge may apply.

The information received from housing applications may also be used for housing management and research purposes.

SECTION 3: ELIGIBILITY TO JOIN THE HOUSING REGISTER

Eligibility

Applicants aged 16 and over are eligible to apply to the *MyHomeChoiceFyldeCoast* Housing Register unless they are in one of the excluded groups below (See section 8 for 16 & 17 year olds).

Ineligibility (Non qualifying persons)

There are a number of circumstances in which applicants will be ineligible from joining the Housing Register:

1. Persons from abroad who the Secretary of State for Communities & Local Government has deemed ineligible for an allocation of housing accommodation
2. A person who, although not subject to immigration control, are not habitually (permanently) resident in the Common Travel Area (which includes the UK, Channel Islands, Isle of Man and the Republic of Ireland.)

These exclusions do not apply to existing social housing tenants where accommodation was allocated by the Local Authority.

There are a number of other circumstances in which applicants will be ineligible from joining the Housing Register.

3. Existing social housing tenants who apply with no housing need and who do not have permanent employment within the Fylde Coast area. (See Appendix Three – Working Households)
4. Applicants with no local connection (other than those exempt due to having served in the armed forces in the last five years or who are currently serving, and homeless applicants where a statutory duty to rehouse has been accepted by either Blackpool, Fylde or Wyre Council).
5. Households whose gross household income exceeds £60,000 pa
6. Applicants and households aged under 55 with savings exceeding £30,000
7. Households who have been evicted for Anti-Social Behaviour (ASB) within the last five years
8. Households evicted from an Assured or Secure Tenancy from a Registered Provider, or evicted under section 8 of an Assured Shorthold Tenancy from a private landlord.

There is a right of review for each decision made by *the MyHomeChoiceFyldeCoast* partners on a case by case basis, having regard for exceptional circumstances. (See section 11 – Requesting a Review for further details).

Local Connection

When deciding eligibility, applicants must be able to demonstrate they have a local connection by one of the following:

- Local residency – they have lived in the Fylde Coast area consecutively for the last three years (does not include those that have been placed in the area)
- Permanent employment in the Fylde Coast area (see Appendix Three – Working Households)
- Close family association – has a parent, adult child, adult brother or sister who is living in the Fylde Coast area and has done so for the last 5 years
- Applicants who are serving in the Armed Forces and who are either employed or are resident in the Fylde Coast area
- Former Armed Forces personnel who had a previous residence in the Fylde Coast area as a result of a former posting to the area, within the last 5 years
- Homeless applicants where there is a statutory duty to provide housing by Blackpool, Fylde or Wyre Council

SECTION 4: APPLICATION ASSESSMENT

Each application is assessed in line with criteria and will either be:

1. Identified as 'no housing need' (no banding) due to:
 - Being adequately housed
 - Not meeting criteria within the housing need bands
 - Awaiting decision on a homeless application or further eligibility checks
 - Being an armed forces personnel currently serving or have served in the last five years who cannot demonstrate local connection
2. Placed on the 'Housing Needs' register and awarded a priority band.
MyHomeChoiceFyldeCoast uses a banding scheme to prioritise applications: A, B and C

Priority Bands

Applicants eligible for the 'Housing Needs' register will be placed in one of three priority bands depending upon the information provided on their housing application:

Housing Needs Register	Criteria for each band
Band A	Homeless applicants with a statutory duty to provide housing by Blackpool, Fylde or Wyre Council <i>Or</i> Applicants with a local connection and at least one of the following: <ul style="list-style-type: none">▪ A vulnerable person , who faces imminent discharge from hospital or temporary residential care and for whom there is no suitable accommodation to return to▪ Applicants in exceptional circumstances including those in immediate danger of violence (at discretion)
Band B	Applicants with a local connection and one of the following: <ul style="list-style-type: none">▪ Disrepair in current property with identified Category 1 hazard where the landlord has failed to take the required action.▪ Existing social housing tenant of a Partner Organisation who requires the property to be demolished or vacated.▪ Under occupancy of a property owned by a Partner Organisation (applicable after the start of a tenancy)

	<ul style="list-style-type: none"> ▪ Adapted property, owned by a Partner Organisation, no longer required ▪ Urgent medical or disability, exacerbated due to current property conditions, with a medical assessment supporting the applicants (including household members) need to be rehoused. ▪ Armed forces personnel, currently serving or have served in the last 5 years (who meet at least one criteria from Band C) ▪ Urgent social or welfare needs, for example: <ul style="list-style-type: none"> ○ Admission into residential care or hospital if applicant is not rehoused ○ A dependent (under 16) will be accommodated by the Local Authority unless the applicant is rehoused into a suitable property. ○ The need to give or receive essential care and support ▪ At risk of serious harm in present accommodation, for example, domestic abuse, hate crime, anti social behaviour or witnesses of crime. ▪ Threatened with homelessness, or owed the initial homelessness statutory duty by Blackpool, Fylde or Wyre Council. ▪ Property unintentionally overcrowded and in need of at least two additional bedrooms. ▪ Leaving Local Authority Care, with appropriate tenancy support, where there is a statutory duty under the Leaving Care Act 2000 to provide. ▪ Rough Sleeping, threatened with or have a history of rough sleeping who are supported and referred by Blackpool, Fylde or Wyre Local Authority Housing Teams. ▪ Leaving supported housing or rehabilitation accommodation and are ready for independent living with tenancy support (if required) in place.
Band C	<p>Applicants with a local connection and one of the following:</p> <ul style="list-style-type: none"> ▪ Medical or disability conditions (with no detrimental impact) with a medical assessment supporting the applicants need to be rehoused. ▪ Social or Welfare needs, for example, applicant requires to be rehoused to a particular area to avoid hardship to themselves or others. ▪ Disrepair in current property with identified Category 2 hazard where the landlord has failed to take the required action. ▪ Property unintentionally overcrowded and in need of one additional bedroom. ▪ Homeless with no priority need and no statutory duty owed by Blackpool, Fylde or Wyre Council ▪ In supported or rehabilitation accommodation and not ready for independent living and no tenancy support in place.

- Armed forces personnel currently serving or have served in the last five years.

Property sizes

The numbers of bedrooms which applicants need is determined by the size of the household and in line with DWP regulations. As there is a shortage of larger homes, applicants are advised to consider a property that has two living rooms where one can reasonably be used as a bedroom.

The number of bedrooms needed is calculated as one bedroom for:

- Every adult couple
- Any other person aged 16 or over
- Any two children of the same sex
- Any two children regardless of sex under age 10
- Any other child

Applicants will be permitted to bid for a property in accordance with their calculated need and also for properties with one bedroom more than their calculated need. But letting of properties that are larger than an applicant's calculated need will be subject to affordability and pre-tenancy checks.

Providers may advertise some properties that are in short supply, such as large houses, as only being available to applicants whose calculated need is the same as the size of the property.

Expectant Mothers

Consideration will be given for unborn children in terms of bedroom entitlement but priority will only be awarded according to the current household needs.

Following the birth, and receipt of a birth certificate/s, a re-assessment will be made. It is the applicants responsibility to notify the assessing partner in order to update their circumstances.

Home Visits

In certain circumstances it may be necessary to carry out a home visit. Home visits can be used for, but not limited to:

- As part of application verification
- As part of pre-tenancy checks
- Where clarification is required

Applicants are expected to allow the visiting officer access to all parts of their home. If a *MyHomeChoiceFyldeCoast* Partner Organisation is unable to complete a home visit the applicant may be removed from the scheme.

Relationship to Interested Parties

Partner organisations will apply relevant procedures to ensure there are no conflict of interests.

False Information

It is a criminal offence for housing applicants to knowingly give false information or withhold information relevant to their application. An offence is also committed if an applicant allows a third party to provide false information on their behalf.

Ground 5 in schedule 2 of the Housing Act 1985 (as amended by s.146 of the 1996 Act) enables a housing authority to seek possession of a tenancy granted as a result of a false statement by the tenant or a person acting at the tenants instigations.

Applicants who have provided false or misleading information on their application will be suspended from the Housing Register.

Before a decision is made on whether an applicant is suspended from the housing register under this criteria, applicants will be contacted and given the opportunity to provide details of mitigating circumstances within 8 weeks. If the information is not provided then a decision will be made based on the information available.

Applicants who are suspended from the Housing Register under this criteria will notified in writing. All Partner Organisations are committed to taking legal action against applicants found to have gained a tenancy based on false information in their application form.

Notification of Change in Circumstances

Applicants are responsible for notifying *MyHomeChoiceFyldeCoast* with changes to personal circumstances. Existing applicants will be reassessed and placed in the appropriate band. Where an applicant is awarded a higher priority band the 'Effective Date' will be the date *MyHomeChoiceFyldeCoast* were notified of these changes.

In circumstances where a reassessment results in a lower priority band the 'Effective Date' will remain the same as the 'Application Date'.

Application Checks

Application details will be checked regularly. Applicants may receive a renewal letter requesting confirmation of their registered details and will be required to respond within 28 days. Applications will be cancelled if no response is received and will only be reinstated in exceptional circumstances. Checks will be made at the time of a housing offer to ensure the property has been allocated appropriately. Housing offers will be withdrawn if an applicant's current housing situation differs from their registered details. An application may be suspended until appropriate documentation has been reviewed.

Applicants who Fail to Bid

MyHomeChoiceFyldeCoast may contact applicants who have not taken part in the bidding process. Depending on their individual circumstances the application may be reassessed or cancelled. Where necessary, additional support will be put in place.

Cancelling Applications

MyHomeChoiceFyldeCoast will cancel applications under the following circumstances:

- At the request of an applicant
- An applicant does not respond to a renewal letter within the specified time limit
- The applicant has been housed by *MyHomeChoiceFyldeCoast* partners
- An applicant completes a mutual exchange
- An applicant does not maintain their application through the renewal process, or where the applicant moves and does not provide a contact address
- The applicant has deceased
- Requested information has not been provided within the specified timescale.
- An applicant becomes ineligible for housing as defined by this policy.

Applicants can request a review should their application be cancelled - see section 11 for further details.

Where an applicant applies to re-join *MyHomeChoiceFyldeCoast* their new date of application will correspond to the date they reapplied.

Suspensions

MyHomeChoiceFyldeCoast may suspend applications from the Housing Register for a maximum of 5 years. Suspended applications will remain 'held' on the system and applicants will no longer be able to bid for properties.

Applicants will be notified in writing of the reasons for suspension, the timescale and details on how to appeal the decision.

It is the responsibility of the applicant to contact the Assessing Partner at the end of the suspension period to request a review of their application. The review will seek to establish if the reason for the suspension has been resolved satisfactorily, or if there is evidence of an improvement in the behaviour of the applicant(s) over a sustained period.

There is a right to review for each decision made by *MyHomeChoiceFyldeCoast* partners on a case by case basis having regard for exceptional circumstances. (See section 11 – Requesting a Review/Appeal and section 3 for Ineligible Applicants)

Suspension Criteria

Suspension may apply where the applicants or any member of the household:

- Owes rent arrears or any other housing related debt, excluding Council Tax, to a landlord and has not made and maintained a satisfactory arrangement to repay the debt (see section 4 – Debt)
- Has deliberately or negligently caused damage to a property belonging to a Partner Organisation or any other landlord, whether they are the tenant of that property or not
- Has made false or misleading statements (see section 4 – false information)
- Has engaged in anti-social behaviour (whether or not they were at the time a tenant of a Local Housing Authority or Registered Provider) and has not maintained a satisfactory undertaking to address their behaviour (see section 4 - Anti Social Behaviour)

- Is a current tenant of a participating landlord of the MyHomeChoiceFyldeCoast scheme (or another Registered Provider) and is, or has been, the subject of an action for breach of tenancy.
- Has been convicted of using their home, or allowing it to be used for immoral or illegal purposes (see Appendix Two – Convictions)

Other applications may be inactive on the system and therefore unable to bid:

- *MyHomeChoiceFyldeCoast* is waiting for more information about an applicant's circumstances. (The application will remain held until all relevant information has been provided)
- Offenders in custody, the application will remain held until 28 days before their release date

Anti-Social Behaviour

The meaning of anti social behaviour for the purpose of this policy encompasses a past action or activity on the part of an applicant but also an omission, failure to act, passivity or inactivity. This extends to any past or present member of the household.

Suspension will be considered for acts of anti-social behaviour that occurred within the last 2 years. Evidence of acts of anti-social behaviour include but are not limited to:

- Causing nuisance and annoyance to neighbours, visitors or the community
- Being violent towards a partner or family member
- Allowing the condition of a rented property to deteriorate
- Damaging/destroying or disposing of furniture provided by the landlord
- Paying money illegally to obtain a social housing tenancy.

Suspension will also be considered regardless of time of occurrence in the following circumstances:

- A current Probation risk assessment level of Medium or above
- A current ASBO/CRASBO in place
- Conviction for a serious unspent criminal offence

Suspensions for cases of ASB will be between 12months to 5 years. Partner Organisations may use Starter Tenancies or Introductory Tenancies to manage and reduce the risk of anti-social behaviour.

Debt

Applicants with housing related arrears, such as rent arrears, below £500 owed to a landlord (including Partner Organisations) are subject to the terms of a repayment plan, for example, a minimum of 12 consecutive payments or a large payment to reduce the debt value. An offer of accommodation will only be made if these terms are met unless there are exceptional circumstances.

Applicants with arrears of over £500 will usually be suspended. A number of factors will be taken into consideration when agreeing the terms of a repayment plan and the length of the suspension. These decisions will be reviewed by the Senior Officer Decision Panel which is made up of members from Partner Organisations to ensure consistency.

Debt owed to private sector landlords (arrears and/or damage) will only be taken into account if an unsatisfactory reference is received.

SECTION 5: ADVERTISING AND APPLYING FOR PROPERTIES

When Properties will be Advertised

The Fylde Coast Local Authorities and Partner Organisations will advertise available properties on *MyHomeChoiceFyldeCoast* website. Properties may be uploaded at any time. Customers will need to register their bids for properties that they are interested in.

Properties available only to applicants on the Housing Needs register will be advertised for a minimum of 5 days. Properties available to all applicants will be advertised for a minimum of 2 days.

Property Descriptions

Properties advertised will carry (where possible) a photograph and a full description. As a minimum the description will include:

- Type of property
- Number of bedrooms
- Location of property
- Any adaptations (e.g. disabled facilities)
- Services provided (e.g. support, caretaker, cleaning)
- Heating type
- Energy Performance Certificate rating
- Rent charges and any service charges
- Eligibility criteria

Local Lettings

The partners have the discretion to apply local lettings policies where there are specific issues. Local lettings policies can also assist in the management of existing stock to help resolve issues such as child density, anti-social behaviour, mixed communities and worklessness. It should be noted that local lettings policies may be required on affordable new build sites. There may also be planning restrictions and local lettings policies which apply to specific properties such as a Section 106.

APPLYING (BIDDING) FOR PROPERTIES

Under the *MyHomeChoiceFyldeCoast* scheme applicants are required to actively engage with the process of obtaining a new home. Applicants are advised to bid regularly for properties they would be willing to accept. Letting properties in this way means applicants are considered for homes they express an interest in giving them a greater choice over property location and type.

Bids can be made by visiting the website www.myhomechoicefyldecoast.co.uk. Applicants should only bid for properties they are eligible for which meets their housing needs.

SECTION 6: ALLOCATING PROPERTIES

Selection Process

The demand for social housing exceeds supply. Therefore, it is necessary to prioritise applications on the Housing Register to ensure housing stock is allocated appropriately.

Properties Reserved for Applicants on the Housing Needs Register

Shortlisting will be based on bids from applicants with a connection to the local borough and with the highest priority band. If bids are received from applicants in the same priority band, then the person with the longest Effective Date will be offered the property.

Where a property is adapted for use by a disabled person, it will be offered to the applicant with the highest priority band whose needs best match the facilities of the advertised property.

If there are no bids from applicants with a connection to the local borough, Partner Organisations will give consideration to applicants from other Fylde Coast areas.

Bids will not normally be considered if an applicant's or their household does not meet the size, age or disability requirements for the property unless there are exceptional circumstances or local lettings arrangements.

For Properties Open to all Applicants:

Applicants expressing an interest in these properties will be shortlisted in order of connection to the local borough, and when the bid was placed, with preference given to the earliest bids. Any bids that do not meet the criteria may be bypassed.

Pre-tenancy Checks

Once an offer of accommodation is made, individual landlords will undertake relevant verification of household member's identity, circumstances and housing conditions. This may take the form of an online form, interview, home visit and/or telephone call.

Evidence of anti-social behaviour and outstanding housing debts will be checked and will include checks where applicants have indicated an 'unspent' conviction.

Landlord references (current/previous) will be sought where the applicant has held a private or social housing tenancy. A credit check may also be carried out.

All applicants and household members may be required to provide the following documents:

- Proof of identity and residence for all persons included on the application; acceptable proof of identity is:
 - i. Passport
 - ii. Identity card (issued to certain foreign nationals)
 - iii. Photo driving licence²
 - iv. Birth certificate
 - v. Or written confirmation from a professional person or support agency

- Proof that they are eligible for social housing
- Proof of current address
- Proof of income
- Other documentation as appropriate

Offers may be withdrawn from an applicant who does not participate in pre-tenancy checks within a reasonable timescale.

The applicant to be offered the property will be contacted to verify their circumstances. Providing the applicant is eligible and suitable for the property (and in case of applicants on the Housing Needs register, that the applicant's priority has not changed), a provisional offer of the property will be made and a viewing arranged.

If the applicant refuses the property then it will be offered to the next applicant on the shortlist.

Refusal Following a Bid

MyHomeChoiceFyldeCoast will offer assistance and guidance to all applicants to help them through the application, bidding, viewing and sign up process.

Where an applicant has successfully bid for a property and then refuses it, generally no penalty will apply. In most cases, the applicant will be free to bid again.

Where an applicant does not keep an appointment to view a property, or refuses it, the next highest-ranking bidder will normally be offered the property.

Feedback on Successful Bids

MyHomeChoiceFyldeCoast will publish details on the number of bids received for each property and details of the successful applicant's band and Effective Date. This will help applicants determine their prospects of success in obtaining housing.

Withdrawal of Offers

An applicant dissatisfied with the withdrawal of an offer (or refusal to make an offer), may register a complaint following the relevant Partner Organisations complaints process. The property in question will not be 'held' whilst the review takes place and will be offered to the next successful applicant. If the original decision is not upheld, the applicant will be offered the next suitable property of their choice. In certain circumstances a Partner Organisation may make the applicant a Direct Offer.

SECTION 7: OTHER LETTING ARRANGEMENTS

Properties not Advertised

In exceptional circumstances *MyHomeChoiceFyldeCoast* may allocate properties directly. Examples include:

- Tenants who need to be decanted
- Specially adapted properties
- Extra care vacancies
- Applicants who have succeeded a tenancy but need to move to alternative accommodation
- Emergency management transfers, where there is a severe risk of harm (*one offer in line with the policy will be made*)
- Multi Agency Public Protection Panel cases
- Homeless households owed a main duty by the Fylde Coast Local Authorities under S.193 of the Housing Act 1996 (Part VII) (as amended by the Homelessness Act 2002). One offer, in line with the policy will be made.
- Witness protection cases where a referral has been received directly from the Home Office. Referrals received directly from the Police will be processed under the normal allocation policy.
- Assisting the Fylde Coast Local Authorities in relation to Homelessness Duties.

Refusals of Direct Lettings

Applicants are required to give their reasons for refusing a property. An investigation will take place to establish the reasonableness of the offer, if necessary, relevant officers/professionals will be consulted. Applicants will be informed in writing if the investigation concludes the property offer was reasonable. Impact to their rehousing application and the right to request a review will also be detailed (see section 11).

If the investigation concludes the property offer was unreasonable, it will be withdrawn with no consequences to the applicant.

Successions and Assignments

When an introductory or secure tenant has deceased, a member of the family living with them at the time of their death may have a right to succeed the tenancy. Where no family member has such succession rights but a member of the household has:

- a) Been living with the tenant for 12 months prior to the tenants death; or
- b) Accepted responsibility for the tenants dependants

then the social housing provider has discretion to grant an introductory tenancy to that person either in the same home or in suitable accommodation.

An introductory or secure tenant may be able to assign the tenancy to someone else so long as the tenancy has not already been passed on by assignment, or succession. It is usually assigned:

- By a court order following matrimonial /civil partnership breakdown or family proceedings;
OR
- To a member of the tenant's family who would qualify to succeed the tenancy if the tenant had deceased.

Mutual Exchange

A mutual exchange is where two tenants with Secure and Assured tenancies are in agreement to swap their properties in their current condition, including tenancies. Written permission must be obtained from the landlord prior to an exchange.

Requests will be processed by the relevant Partner Organisation and in certain circumstances can be refused, for example, action is being taken to repossess the property (Suspended Possession Order or Notice of Seeking Possession) or properties will be under/over occupied.

Transfer Policy

Existing tenants of Partner Organisations have the right to apply for a transfer, subject to being in housing need/permanent employment, and any restrictions that apply to their tenancy. Applications for transfers will be processed in the same way as a new application. Tenants' housing needs will be assessed and awarded appropriate banding.

To qualify, tenants must allow access for property inspections, viewings and sign ups. Properties must also be left in a good state of repair and in decorative order. Tenants with rent arrears or other breaches of their tenancy agreement may be suspended from the scheme (see section 4- Suspensions)

Partner Organisation may need to carry out emergency or management moves. These properties will not be advertised but recorded on the system for auditing and reporting purposes. (see section 10 – Properties not Advertised)

Joint Tenancies

Where there is a joint tenancy, both tenants are jointly and individually responsible for ensuring the tenancy agreement is adhered to.

Both parties to a joint tenancy must individually qualify to join *MyHomeChoiceFyldeCoast* and be eligible for an offer, or to bid on a property. If a joint tenancy is refused by a Partner Organisations, a clear reason will be provided to the applicants in writing. Applicants can request a review of the decision if required (see section 11 – Requesting a Review). When one of the joint tenants gives notice to the relevant Partner Organisation, discretion may be used when deciding to offer the property, or an alternative property, as sole tenancy to the other joint tenant.

In certain circumstances joint tenancies may be granted to more than two people.

SECTION 8: DEFINITIONS

Support in Accommodation

MyHomeChoiceFyldeCoast Partner Organisations work closely with relevant health and social care bodies to identify opportunities to rehouse residents, in receipt of adequate care and support, into appropriate accommodation.

Where support packages are not immediately available, Partner Organisations reserve the right to withhold an offer of accommodation until appropriate arrangements are in place and agreed by the applicant.

The above is dependent on the availability of suitable and appropriate accommodation.

Supported Accommodation

Applicants residing in supported accommodation or rehabilitation will not be awarded priority Band B until they are ready for independent living and/or tenancy support is in place (if required).

Sheltered Housing or Independent Living

Sheltered Housing or Independent Living is normally for people aged 55+. These schemes are designed for applicants who are able to live independently (including those in receipt of a care package) but would benefit from the security of an alarm system and low level support from staff. A single applicant or both joint applicants aged 55+ will automatically be eligible for Sheltered / Independent Living properties. Consideration will be given to applicants aged below 55 with an illness, disability or vulnerability.

Sheltered Housing applicants will not be listed separately on the Housing Register, but will be assessed in accordance with their housing need and placed within the appropriate band.

Extra Care

Extra Care housing is a form of specialised housing for adults with 'higher' levels of care and support needs. These schemes are equipped with facilities and services to aid independent living. There are a small number of extra care schemes within the Fylde Coast Region.

Adapted Properties and Ground Floor Accommodation

Adapted properties are fitted with equipment to aid independent living for a person with an illness or disability. Applications will automatically be registered for suitably adapted properties in accordance with identified need and placed in the appropriate band. An Occupational Therapy assessment may be required prior to an offer being made.

Applicants with an illness or disability will automatically be considered for ground floor accommodation.

Allocations for these types of properties will be prioritised to those with the appropriate need.

16 & 17 year olds

MyHomeChoiceFyldeCoast is open to applicants aged 16 and 17 years of age. An offer of a tenancy will usually be delayed until the age of 18 unless there is a statutory duty to house the applicant earlier. For example, the applicant is:

- Leaving care
- Pregnant or already has a child/children
- Homeless and owed a main duty under s.193 of the Housing Act 1996 (part VII) as amended by the Homelessness Act 2002
- Residing in supported accommodation and ready for independent living, as agreed by the support provider and where necessary appropriate tenancy support is in place

Applicants who fall in the above categories may need to provide details of a guarantor (professional person, parent or responsible adult) prior to being offered a tenancy.

Applicants will be considered for a tenancy on the condition they accept support to sustain their tenancy agreement.

Offenders

Offenders may apply to the Housing Register whilst in custody, or submit a change of address form if they are a current applicant prior to committal. The application will remain inactive, however, the applicant will accrue waiting time on the list. When the application is made live the original date of application will be the effective date.

Applications will remain inactive until 28 days prior to the offender being released from prison, unless any of the suspension criteria apply.

Offenders will be assessed in line with the service level agreement between Lancashire Probation Trust and each the Fylde Coast Local Authorities.

Rough Sleepers

Applicants who are rough sleeping, threatened with or have a history of rough sleeping will be awarded appropriate priority once their information has been verified. This is dependent on the applicant being supported and referred by the relevant Local Authority.

Mobile Homes/Caravans

Applicants will be considered to have a local connection if they live in a mobile home or caravan in the Fylde Coast area which is classed as their permanent residence and meet their other local connection criteria.

SECTION 9: HOMELESS APPLICANTS

The Local Authority has a duty to secure suitable accommodation for applicants who are accepted as homeless under s193 of the Housing Act 1996 (part VII) (as amended by the Homelessness Act 2002 and the Localism Act 2011).

Applicants will be entered onto the Housing Register for four weeks and will have full choice of areas to live. However, after the four week period (calculated from the date of the decision to accept the applicant as homeless) suitable accommodation has not been found, the Local Authority may bid on the applicants behalf. Applicants will be offered the first suitable property except in extreme mitigating circumstances.

One Offer Policy

The Local Authorities duty will come to an end if a homeless applicant refuses an offer of suitable accommodation. Applicants will be informed in writing that the Local Authority has discharged their duty under section 193 of the above act. Dissatisfied applicants can request a review – see section 11 for further details.

SECTION 10: REQUESTING A REVIEW/APPEAL

Applicants can request a review of decisions made by *MyHomeChoiceFyldeCoast* Partner Organisations for the following:

- Eligibility for entry on to the housing register
- Suspension or exclusion from the Housing Register
- The level of priority awarded
- Entitlement of the type and size of property required
- Removal of the applicant from the register other than at the applicants own request

Procedure

Requests for a review/appeal must be made within 21 days of the original notification and should include the applicant's reasons for believing the decision made was incorrect. It is at the discretion of Partner Organisations to extend the time if it considers it's reasonable to do so.

Requests can be made in the following ways and directed to the assessing Partner Organisation:

- In writing - by letter or email
- By telephone
- In person

How the Decision will be Reviewed

A senior officer of the Partner Organisation, not involved in the original decision, will review and determine if an error has occurred or deem it to be an exceptional circumstance. The decision will be based on known facts at the time of the review. The senior officer will request additional information if necessary.

Reviews will be responded to within eight weeks by the relevant Partner Organisation. Partner organisations have the discretion to extend the time if it considers it reasonable to do so.

Applicants will receive a letter providing the outcome of their review/appeal and where necessary, detail further actions to be taken with their application.

An applicant has the right to complain to the appropriate Ombudsman if they feel that they have been unfairly treated as a result of maladministration. Contact Details:

Local Government Ombudsman
PO Box 4771
Coventry
CV4 0EH

Housing Ombudsman Service
81 Aldwych
London
WC2B 4HN

Complaints

Applicants with a complaint regarding the withdrawal/refusal to make an offer should follow the Partner Organisations complaints process – see section 6 for further details.

Applicants can also seek independent legal advice through a solicitor or the Citizens Advice Bureau.

SECTION 11: MONITORING AND REVIEW OF THE SCHEME

A number of outcomes within the scheme will be monitored on a regular basis to ensure the system is operating effectively.

Policy Review

MyHomeChoiceFyldeCoast's Consistent Assessment Policy will be regularly reviewed. Minor changes which do not significantly affect the spirit of the policy will be approved by a majority agreement amongst the partners.

Customers and relevant partners will be consulted on major changes to the policy. Approval will then be gained through the appropriate governance arrangements including Council members and RSL board members.

Unless there is a statutory requirement, Partner Organisations have the right to use discretion when allocating properties. There may be circumstances where a Partner Organisations decision supersedes this policy.

Equal Opportunities Statement

MyHomeChoiceFyldeCoast is committed to promoting equality, combating discrimination and promoting good community relations and will ensure that discrimination does not take place in the allocation of properties and services it provides.

There is a commitment to:

- Ensure our services and how they are delivered meet the diverse needs of local residents.
- Ensure our buildings are as accessible as possible.
- Provide information about our services in accessible formats, such as, large print, Braille or alternative languages.
- Promote inclusive communities that have a shared sense of belonging and pride in the Fylde Coast
- Challenge unfairness and discrimination
- Engage with the diverse communities of the Fylde Coast to ensure their needs are identified and met
- Value the important contribution the community and voluntary sector make to the Fylde Coast Region
- Work in partnership to share good practice and promote a consistent approach
- Value and train staff to deliver services fairly, efficiently and effectively
- Actively seek feedback to continually develop and improve our approach

MyHomeChoiceFyldeCoast will regularly review its practices, policies, staff training and monitoring arrangements to ensure applicants are treated fairly regardless of their gender, age, ethnicity, disability, religion or belief or sexual orientation.

Partner Organisations have adopted corporate policies and action plans aimed at promoting equality and valuing diversity. Further local policies and action plans may be developed to address the needs of disadvantaged and under-represented groups.

Partner Organisations will conduct regular monitoring to ensure no group is unfairly disadvantaged.

Appendix 1: Qualifying persons and immigration chart.

Class of Applicant	Conditions of eligibility	How to identify/verify
Existing social tenant (allocation accommodation by LA)	None	
British Citizen	Must be habitually resident in the CTA	Passport
EEA Citizen	Must be habitually resident in CTA unless, <ul style="list-style-type: none"> • Applicant is a ‘worker’ (3) • Applicant has a right to res the UK (4) 	Passport or national identity card
Person subject to immigration control granted refugee status	None	Stamp in passport or Home Office Letter
Person subject to immigration control granted indefinite leave to remain	Must be habitually resident in CTA and if ILR was granted on undertaking that a sponsor(s) would be responsible for maintenance & accommodation and 5 years have not elapsed since date of entry to UK or undertaking – then at least one sponsor must have died	Stamp in passport of Home Office
Person subject to immigration control who is a citizen of a country that has ratified ECSMA (3) or ESC (6)	Must be lawfully present (3) in UK Must be habitually resident in CTA	Passport

1. CTA: the Common travel area includes the UK, the Channel Islands, the Isle of Man and the Republic of Ireland
2. EEA countries are: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom
3. A ‘worker’ for the purpose of the Council Regulation (EEC) no. 1612/68 or (EEC) No. 1251/70
4. A right to reside pursuant to Council Directive No.68360EEC or No.73/148/EEC
5. ECSMA is the European Convention on Social and Medical Assistance. Non EEA ratifying countries are: Belgium, Denmark, France, Germany, Iceland, Ireland, Italy, Luxemburg, Malta, the Netherlands, Norway, Portugal, Spain, Sweden, Turkey and the UK.
6. ESC is the European Social Charter. Non EEA ratifying countries are: Cyprus, Czech Republic, Hungary, Latvia, Poland, and Slovakia.
7. Persons subject to immigration control are not lawfully present in the UK unless they have leave to enter or remain in the UK. Asylum seekers are generally only granted “temporary admission” and do not have leave to enter or remain.

Appendix 2: How a conviction becomes spent.

The way in which a conviction can become 'spent' under the Rehabilitation of Offenders Act will depend upon the sentence received for the offence and the rehabilitation period that applies to that offence sentence. The principles apply to convictions in a criminal court, findings in a juvenile court, certain offences in service disciplinary proceedings and hospital orders under the Mental Health Act 1983. The time required before the conviction is spent, the 'rehabilitation period', will be different depending upon the nature and length of the sentence, be it a term of imprisonment, a fine, a surcharge order, probation, or an absolute or conditional discharge. Relevant rehabilitation periods are set out below. Unless otherwise stated, the rehabilitation period runs from the date of the conviction and will generally depend upon compliance with the sentence.

Relevant rehabilitation periods

Prison for more than two and a half years – **Never**

Prison for more than six months but less than two and a half years - **10 years**

Youth custody* for more than six months but less than two and half year – **10 years**

*Corrective training for more than six months but less than two and a half years – **10 years**

*Dismissal with disgrace from her Majesty's service – **10 years**

* A sentence of Borstal training – **7 years**

Prison for six months or less – **7 years**

* Dismissal from Her Majesty's service – **7 years**

Imprisonment or detention in YOI or youth custody for six months or less – **7 years** *

Detention in respect of conviction in service disciplinary proceedings -**5 years** *

(Most) fines – **5 years** *

Youth offender detention for over six months but less than two and a half years – **5 years**

Probation order or community order (person 18 or older) – **5 years**

Probation order or community order (person under 18) – **Either 2 ½ years from conviction, or until the order ceases to have effect –whichever is longer**

Hospital order under the Mental Health Act 1983 – **Either 5 years, or 2 years after order ceases to have effect, whichever is longer**

Young offender detention for six months or less – **3 years**

Conditional discharge, binding over, care order, supervision order, reception order – **Either 1 year after making of order, or 1 year after the order ends, whichever is the longer**

Absolute discharge – **6 months**

Disqualification – **The period of disqualification**

Cautions, Warnings and Reprimands – **Spent as soon as they are issued**

Conditional cautions – **Spent as soon as conditions end**

APPENDIX 3: DEFINITION OF WORKING HOUSEHOLDS AND COMMUNITY CONTRIBUTION

Working Households

Households where at least one applicant is in employment. For the purpose of this policy employment is described as;

- Over 16 hours per week (unless the remuneration is substantial)
- The main place of work is within the Fylde Coast area
- Offers of employment should be regular, intend to last for more than 12 months and there is a genuine intention to take up the offer of work

Appropriate evidence is provided which may include contract of employment, wage/salary slips, formal offer letter and tax and benefits information. – not sure where to include this point?

For applicants working outside the Fylde Coast, evidence will be required that their employment will continue.

It should be noted that this must be confirmed at point of application and evidenced at point of offer.

Community Contribution

Households where at least one applicant is undertaking voluntary work. For the purposes of policy, voluntary work (community contribution) is described as:

- Choosing to give your time to benefit others without being paid. For example, completing voluntary work in a charity, voluntary organisation or community group, public sector organisation (local council), a social enterprise or a local business
- The voluntary work must have been held for a minimum of 6 months prior to the application for the award in order to be eligible.

It is not volunteering if you help out a family member, are given money apart from expenses, or are under contract to do it (this does not include any volunteer agreement you may have).

It should be noted that this must be confirmed of application and evidenced at point of offer.

Exemptions

May include people who are able to demonstrate they are unable to work due to disability, age or gender.

Appendix 4: Armed Forces Personnel

References to “Armed Forces Personnel” include persons who meet the following criteria:

- i. is currently serving in the regular forces
- ii. formerly served in the regular forces within five years of the date of their application for an allocation of housing
- iii. has recently ceased, or will cease to be entitled, to reside in accommodation provided by the Ministry of Defence following the death of that person’s spouse or civil partner who has served in the regular forces and whose death was attributable (wholly or partly) to that service
- iv. is serving or has served in the reserve forces within five years of their application for an allocation of housing and is suffering from a serious injury, illness or disability which is attributable (wholly or partly) to the person’s service.

The regular forces and the reserve forces are defined by section 374 of the Armed Forces Act 2006(2) as follows:

- “the regular forces” means the Royal Navy, the Royal Marines, the regular army or the Royal Air Force
- “the reserve forces” means the Royal Fleet Reserve, the Royal Naval Reserve, the Royal Marines Reserve, the Army Reserve, the Territorial Army, the Royal Air Force Reserve or the Royal Auxiliary Air Force

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15/10/13		Vikki Piper/Alan Davis	Updated
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19/08/14		Vikki Piper/Lucy Wright	Minor amendments
July '17		Andy Foot/Kirstine Riding/David McArthur	Major changes for consultation
25/09/17		Andrew Foot	Amendments for consultation
October 2017		Andrew Foot/Tahira	Major changes for consultation
30 th October 2017		Vikki Piper/Kirstine Riding	Minor amendments
January 2018		Vikki Piper/Andrew Foot/Tahira Chohan	Minor amendments

Approved By:

Name	Title	Signature	Date

Proposed changes to MyHomeChoice Fylde Coast allocations policy and lettings system

Summary of consultation responses, January 2018

Introduction

Consultation on proposed changes to the MyHomeChoice Fylde Coast policy and system took place between 8th November 2017 and 18th December 2017. The Consultation was publicised through:

- Fylde Coast local authority websites
- Mailshots to key stakeholders and registered applicants to the MyHomeChoice scheme (approx. 4600)
- Fylde Coast local authority offices
- Press Release
- MyHomeChoice Fylde Coast website

The summary of the changes proposed, and consultation questions, is attached at Appendix 1.

Respondents could complete a response either on-line or by submitting a paper copy of the consultation questionnaire. In total 258 response questionnaires were received.

Results from the consultation survey

The results from the consultation survey are as set out below.

1. Do you agree with the revised local connection requirement?

Strongly agree **28%**

Agree **40%**

Neither agree nor disagree **17%**

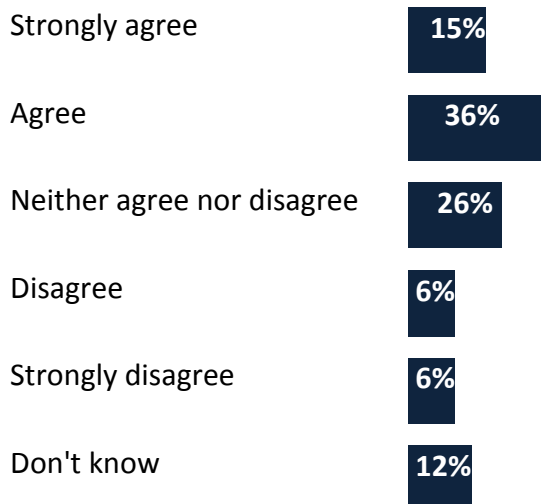
Disagree **4%**

Strongly disagree **5%**

Don't know **6%**

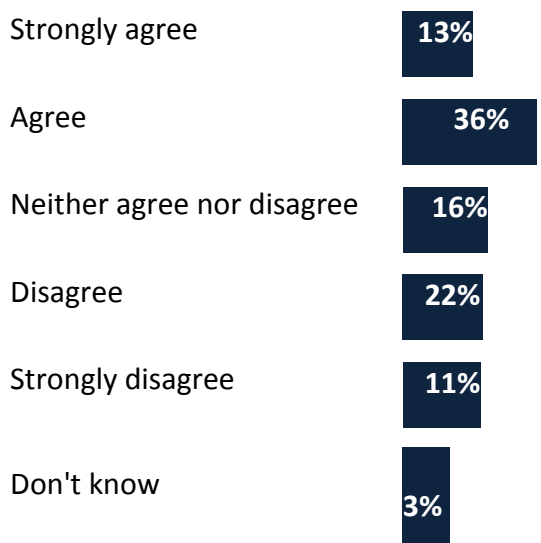
68% of respondents agreed with the revised local connection requirements, with 9% disagreeing.

2. Do you agree with the introduction of two ways of letting?



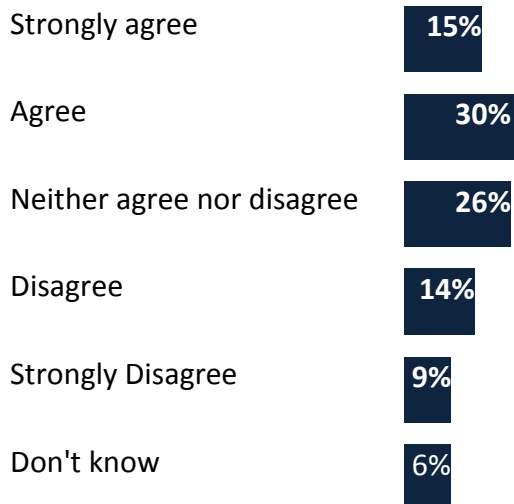
51% agreed with the introduction of two ways of letting, and 12% disagreed, but 38% of those who responded neither agreed nor disagreed or didn't know.

3. Do you agree with how applicants are awarded a priority band?



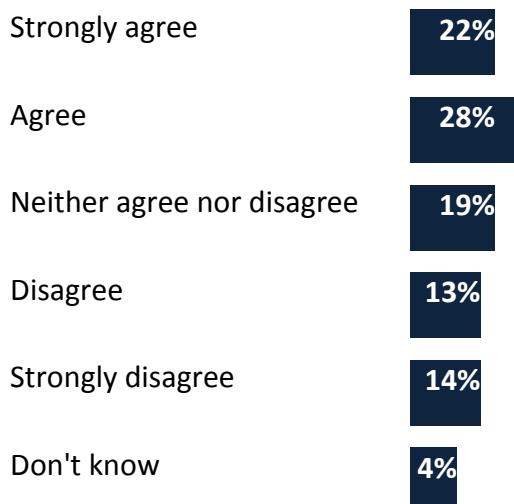
49% of respondents agreed with how applicants are awarded a priority band with 33% not in agreement.

4. Do you agree with restrictions on the use of the system by existing social housing tenants?



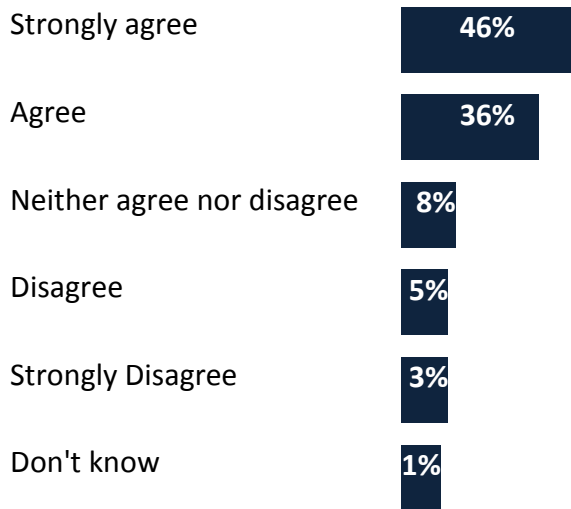
45% agreed with the restrictions on the use of the system by existing social housing tenants. 23% disagreed, but 26% neither agreed nor disagreed.

5. Do you agree with the proposed priority for working applicants for some homes?



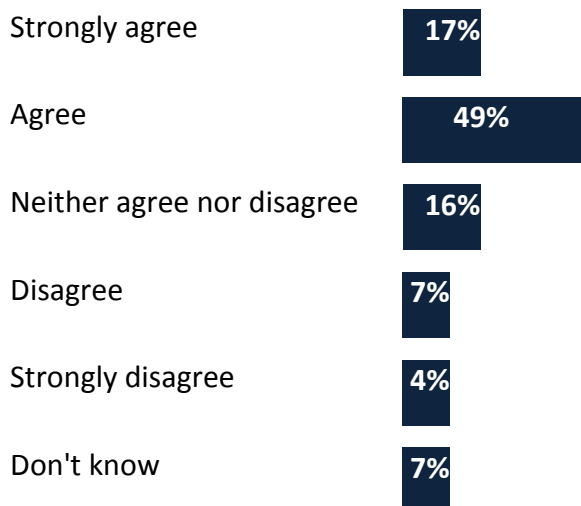
Half of the respondents agreed with the proposed priority for working applicants for some homes but 27% were in disagreement.

6. Do you agree with giving more flexibility in the size of properties that applicants can bid for?



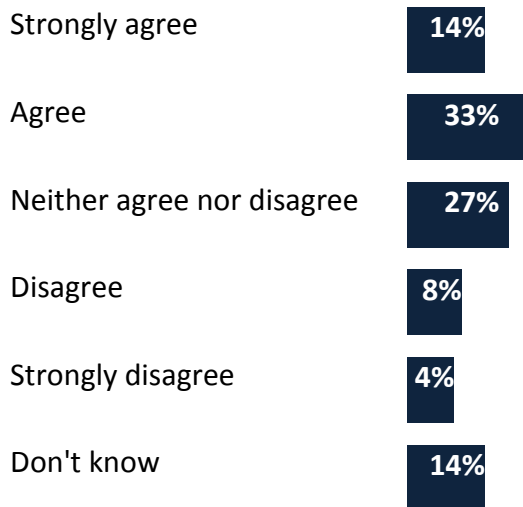
83% agreed with giving more flexibility in the size of properties that applicants can bid for.

7. Do you think that, overall, the proposed new arrangements will enable us to make the best use of the social housing stock in the area?



66% of respondents felt the proposed new arrangements will enable the local authorities to make best use of the social housing stock in the area. 11% were in disagreement.

8. Do you agree that the current income and savings thresholds are correct?



47% agreed with the current income and savings threshold are correct and 12% disagreed, but 41% of applicants neither agreed nor disagreed or didn't know.

Comments on the Proposals

Respondents were also given the opportunity to give comments on the proposals. There were 103 responses and this feedback has been collated and summarised under the categories listed below:

A. How applicants are prioritised for social housing

1. Income and Savings Eligibility Criteria, and Priority for working households

There were mixed comments on these issues.

Some respondents felt that there shouldn't be any threshold - one respondent commented that applicants with savings of £30k + are not necessarily financially stable, so should be allowed onto the register. Practically it is difficult for housing providers to verify applicants' savings in any case.

Another commentator saw having any maximum income and savings threshold as contributing to the marginalisation of social housing by deterring some honest people who might be interested in social housing and would add positively to the social mix in areas of social housing.

Some respondents supported the proposal to prioritise 20% of lettings available to all applicants to people who meet the working household and community contribution criteria as a positive change.

But some respondents felt that social housing should only be allocated to low income households, so there should be a lower income threshold in place.

One comment was that the household income threshold is too high because it is above the average income within the Fylde Coast area and the maximum income threshold should be no more than £50k.

2. Priority Banding

Some respondents raised concerns on how applicants are awarded a priority banding and felt the criteria should be widened, and in particular, more consideration should be given to the length of time an applicant has been on the housing register.

3. Priority for ground floor properties

Including age restrictions on properties was not favoured by some respondents, as ground floor accommodation in particular could benefit all residents.

4. Wider choice of property sizes

The opportunity to bid for properties with an additional bedroom, for those with financial means, was seen as a positive change with benefits for working families.

5. Local Connection

It was agreed that the local connection criteria should take into consideration applicants working in the Fylde Coast area. Some respondents disagreed with continuing to prioritise properties to applicants with a connection to particular local boroughs, while others were concerned to ensure that the link to each borough continued to be a core requirement for all lettings.

B. The Process for Applying for and Letting social housing

1. Registering an application

It was commented that the process to register a rehousing application or update existing information is cumbersome and should be simplified.

2. Advertisement of properties

The proposal to advertise properties as soon as they are available received mixed views. Those in disagreement felt applicants without regular access to a computer would be disadvantaged.

3. First come first served approach

Some respondents expressed concerns with letting some properties on a 'first come first serve' basis because those without regular access to the on-line letting system would be disadvantaged.

4. Lettings

The process of notifying applicants of their successful bid should be reviewed. Respondents suggested more time is given to confirm an interest in a property. Furthermore, tenancy start dates should take into consideration the notice period required by the successful applicant's current landlord. The current process can leave applicants in financial hardship.

5. Downsizing

The process to downsize a property should be simplified without the need to register an application and follow the bidding process.

6. Support

Better support should be made available for vulnerable applicants to ensure they can use the on-line lettings system and bid for suitable properties.

Response from the Local Authorities and Way Forward

Given the feedback to consultation, it is proposed to move forward on each issue as follows:

1. Local Connection

The proposed change to the system was to enable local connection (and thereby access to the Fylde Coast housing register) to be established through connection to any of the three boroughs, so that people do not fall out of the system if they move from one part of the Fylde Coast to another. This was comprehensively supported in the survey, and this approach will now be implemented in the new system.

Local connection will continue to be possible through residence, work, or family connection.

Some respondents also pressed to break down the priority given for connection to individual boroughs in allocating properties but this was not supported more generally, and will not change.

2. Introducing two ways of letting

There was overall support for introducing a first come, first served lettings process alongside lettings based on priority banding, but many survey respondents had no clear view. There were some concerns expressed about how the process would work, that people who are vulnerable or who don't have regular access to a computer would be disadvantaged, and that local connection might be compromised.

The new approach of two ways of letting will be taken forward, but kept under review to ensure that two thirds of lettings are made to applicants in priority bands A-C, compared with 64% to priority needs groups currently.

All lettings will give the first opportunity to applicants with a connection to the local borough. So, whether the letting is based on priority need or "first come first served", applicants who have expressed an interest will first be prioritised based on connection to the local borough and then on priority need / time on the register (for the priority need lettings) or time of bid (for "first come, first served" lettings). This ensures that the current approach to local connection is maintained for all properties.

The policy will be slightly amended to ensure that housing providers advertise lettings under "first come first served" for at least seven days, to give local people a chance to see adverts and express an interest.

When the system changes so that properties can be placed on the system on any working day, and some properties are "first come first served", they will be first advertised during day time hours and not at midnight (as the current weekly cycle). Consideration will be given to the time of day so that those occupied by work, education, or child care are not disadvantaged.

The concern about access to a computer will be addressed by making the updated system more user friendly on smart phones, which are used by the majority of applicants. It will still be possible to find out about available properties and express an interest through local offices of the Councils and partner social housing providers, but it is expected that the large majority of system users will continue to interact with the system on-line. It is noted that the full local roll out of Universal Credit from December 2018 will require that most benefits claimants have digital access.

Support is offered to applicants who struggle to understand and use the system, but the process of application will be simplified under the revised system, and this should go a long way to making the system more accessible.

It is currently up to individual housing providers to organise the letting process and the notice that is given to new tenants. This will continue to be the case, but the local authorities will work with them to review their current approaches and encourage good practice.

3. How applicants are awarded a priority band

The consultation proposed that the current Bands C and D are merged into a single Band C, and that those who do not have a housing need defined in law and were previously in Bands E and F are now placed on the housing register without a formal priority band. The relatively high 33% of respondents who disagreed with the proposal may reflect applicants who are unhappy with their current priority or length of time on the housing register without success.

While local authorities have some discretion in how priority bands are defined, there is a minimum legal responsibility that applicants in “reasonable preference” categories are prioritised for at least 50% of social housing lettings. In the proposed Fylde Coast system, people in these “reasonable preference” categories are prioritised in Bands A-C. Applicants who do not meet the legally defined criteria of Bands A – C but who have wider reasons for needing to move will have the opportunity to bid for the homes that are advertised as “first come first served”.

Time on the housing register will continue to be significant in deciding who is prioritised for homes allocated on the basis of priority need; where two applicants with the same priority band express an interest, it is the applicant who has been on the register for the longest time who is awarded the property.

Given the legal constraints and the balance already in the system, the way in which applicants are awarded a priority band will go forward unchanged from the consultation proposal.

4. Restrictions on the use of the system by existing social housing tenants

On balance, respondents supported the proposed change that existing social housing tenants should not be able to register for a new social housing property unless they have a housing need (including current under occupancy), but many did not have a view one way or the other and 23% disagreed. There were few comments on this issue.

Local housing providers were concerned that they may lose working tenants if this exclusion does not allow some movement to be close to new job roles, so the policy will be slightly

amended to allow existing social housing tenants to register for new social housing if they either have a housing need or they are in permanent employment.

5. Priority for working applicants for some homes

The proposal slightly increases the chances of access to social housing for working applicants, in a similar way that Band E does under the existing system. More people supported this proposal than disagreed, but there were comments both supporting and disagreeing with this approach.

The proposed new policy seeks to strike a balance between meeting the needs of people in the greatest housing need, with providing opportunities for people who are working and often struggling to afford good quality market accommodation. It also seeks to promote balanced communities within areas of social housing.

Given the opposing views for and against, but an overall balance of support for the proposal, this aspect of the policy will be implemented as proposed.

6. More flexibility in the sizes of properties that applicants can bid for

There was very strong support for this policy in both the survey responses and comments. But there is also concern to ensure that those properties that are in the shortest supply – typically large family houses – continue to be allocated to people who need all of the space.

The policy to allow applicants to register and be able to bid on properties with one bedroom more than their minimum requirement will be implemented, but there are likely to be restrictions placed at the point of advertising and letting on under-occupying large properties in local areas where these are in short supply.

7. Whether the arrangements overall will enable the best use of social housing

There was positive feedback from the survey that a majority of respondents think that the arrangements overall will enable the best use of social housing, with only 11% disagreeing. There were further comments on how the system operates, including age restrictions for ground floor properties and a suggestion that down-sizing is dealt with outside of the system.

Age restrictions, and housing providers' local lettings policies more generally, will be kept under review to ensure that there is an appropriate balance between meeting the needs of particular groups (like older residents) and opportunities for the wider population.

It is important that the system does give priority to people looking to down-size as this helps release larger properties as well as assisting tenants to get a home that is more manageable. But this doesn't rule out a more pro-active approach by housing providers to work with their tenants outside of the allocations system to assist with moves and the freeing up of larger homes for families.

8. Income and savings thresholds

There were no changes proposed to the income and savings thresholds, but the consultation sought to get views on whether these remain appropriate. The survey response showed general support for maintaining the existing thresholds, but many comments were received that advocated either lowering or, conversely, removing the thresholds.

The argument advanced for lowering the thresholds was that social housing should only be available to people on low incomes who could not be expected to afford market housing; conversely, those who argued for removing the thresholds argued that social housing should be for a wide mix of households and that to focus only on those on the lowest incomes leads to social housing estates always being characterised by concentrations of poverty. This difference possibly reflects competing ideas on the role of social housing, but also variations across the Fylde Coast housing market area where some areas have an acute lack of access to housing that is affordable, and other areas have wider access to housing (mostly in the private rented sector) but entrenched deprivation on social housing estates.

The current thresholds do not in themselves prevent the majority of households across the Fylde Coast from accessing the housing register, but do set some limit to prevent the most affluent households from benefitting from social housing's sub-market rents. Given the balance of support, the existing income and savings thresholds will be maintained.

Appendix 1 – Consultation Information and Questions

Changes to how you access social housing in Blackpool, Fylde & Wyre

Blackpool, Fylde, and Wyre Councils, together with local Registered Providers, are proposing to make some changes to how people find and are offered social housing in the area and we would like to hear your views. We want to make the My Home Choice Fylde Coast system easier to use and fairer for everyone.

How are things working now?

There are currently 6,000 people who are registered on the My Home Choice Fylde Coast system but only 2,200 have high priority (Bands A-D) because they have the greatest housing need.

Last year just under 1,200 social rented homes were let through the system, with 64% of homes let to people in Bands A-D and 36% let to everyone else.

What do we want to change?

While we can't easily make more homes available, we want to make it quicker and easier for you to find the home that you are looking for. We plan to upgrade the system and reduce the amount of information that we ask for. Homes will be advertised as soon as they are available rather than all being advertised at the same time each week.

We also want to make some changes to how we prioritise people for our homes:

One local connection to the Fylde Coast

This means that local residents who have moved between the three Fylde Coast boroughs will now be able to get onto the housing register when previously they may not have met the local connection requirement.

However priority will still be given to Blackpool residents for Blackpool homes, Fylde residents for Fylde homes, and Wyre residents for Wyre homes.

Two ways of letting homes

The new system will offer at least 50% of homes, including those in the shortest supply, only to people in Bands A-C; each of these homes will be offered to the "bidder" with the highest priority. The rest of the homes will be available to everyone on the list and offered on a first come first served basis.

This is designed to ensure that people in the greatest need still have access to the most homes, while offering opportunities to everyone who needs to move quickly to find a suitable home as soon as it is available. There will be a target that across the whole system two thirds of lettings will go to people in Bands A-C.

Three Priority bands

We plan to simplify the priority bands for people with a legally defined housing need so that there are only three bands, with the current bands C and D now becoming a single band C. There will be no bands given to everyone else, making application simpler, while still allowing everyone to bid on first come first served homes.

Existing social housing tenants can only use the system if they have a housing need

We want to prioritise new applicants who are not already housed in social housing. Social housing tenants who do have a good reason to move because their situation has changed will still be given a priority band and be able to use the system to find a new home.

Some homes will be offered with priority to people in paid or voluntary work

We want to encourage people in work to access social housing, and propose that 20% of homes made available on a first come first served basis will be offered with priority to people in paid or voluntary work.

More flexibility to get a home with an extra bedroom

Instead of only allowing you to express an interest in a home that meets your household's minimum needs, we want you to be able to get a home that has more space, as long as the rent is affordable to you. We hope that this will make social housing attractive to a wider range of people.

We would also appreciate your views on aspects of the current eligibility criteria:

Eligibility for those with high income or savings

Currently applicants whose gross household income is over £60,000, and applicants with savings over £30,000 (except those over 55) are excluded from the housing register. This means that social housing is currently restricted to those on low incomes.

The full draft new policy is available on the MyHomeChoiceFyldeCoast and partner organisations' websites and www.myhomechoicefyldecoast.co.uk

Tell Us What You Think

You can tell us what you think by using the on-line survey at www.smartsurvey.co.uk/s/CBRYN

Or, complete the survey form and return it to Housing Strategy, One Bickerstaffe Square, Talbot Road, Blackpool, FY1 3AH

Please let us have your views by Monday 18th December 2017 so that we can take them into account in the new system.

Based on the responses we receive a new system would be developed and tested in the first part of 2018, and would go live in September 2018.

The current policy and system will continue to operate until the new system goes live.

My Home Choice Consultation Questions

1. Do you live in Blackpool, Fylde or Wyre?
2. Do you agree or disagree with the revised local connection requirement?
3. Do you agree with the introduction of two ways of letting?
4. Do you agree with how applicants are awarded a priority band?
5. Do you agree with restrictions on the use of the system by existing social housing tenants?
6. Do you agree with the proposed priority for working applicants for some homes?
7. Do you agree with giving more flexibility in the size of properties that applicants can bid for?
8. Do you think that, overall, the proposed new arrangements will enable us to make the best use of the social housing stock in the area?
9. Do you agree that the current income and savings thresholds are correct?

Do you have any comments about why you agree or disagree with this proposal and any impact it might have on you/your household?

DATED 1st day of December 2017

Partnership Agreement

relating to arrangements to implement a sub-regional scheme for the letting of social housing known as "My Home Choice Fylde Coast" in Blackpool, Fylde and Wyre, between

Blackpool Borough Council

Fylde Borough Council

Wyre Borough Council

Blackpool Coastal Housing Ltd

Progress Housing Group Ltd

Regenda Group

Great Places Housing Group

Muir Group

Places for People

ForHousing

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Appendix C Scheme Administrator
This partnership agreement is dated

Parties

1. Blackpool Borough Council of Town Hall, PO BOX 11, Blackpool, FY1 1NB
2. Fylde Borough Council, The Town Hall, St.Annes Road West, St.Annes, FY8 1LW
3. Wyre Borough Council, Civic Centre, Breck Road, Poulton-le-Fylde, FY6 7PU.
4. Blackpool Coastal Housing Ltd, Coastal House, 17-19 Abingdon Street, Blackpool, FY1 1DG
5. Progress Housing Ltd, Sumner House, 21 King Street, Leyland PR25 2LW
6. The Regenda Group, The Foundry, 42 Henry Street, Liverpool, L1 5AY
7. Great Places, No. 1 Christie Fields, Derwent Avenue, Manchester M21 7QP
8. Muir Group, Old Government House, Dee Hills Park, Chester, CH3 5AR
9. Places for People, 18 Craven Drive, South Rings Business Park, Bamber Bridge, Preston, PR5 6BZ
10. ForHousing, 52 Regent Street, Eccles, Manchester, M30 0BP

Introduction

(A) A Partnership Agreement to develop and operate a sub-regional choice-based lettings system – My Home Choice Fylde Coast – was signed between 3 local authorities and 6 housing providers on 31/3/2011. The agreement lapsed after 3 years but the arrangements have been continuing to operate. The parties below now agree to enter into a revised Partnership Agreement, to regularise the operating arrangements, reflect revised allocations policies, and enable investment in an updated system.

- (B) An outline of the objectives and requirements of the Project is set out at Schedule 1.
- (C) The Parties have agreed to enter into this Partnership Agreement (the "Agreement") to confirm the scope and operation, and their respective contributions towards the delivery of the Project and their intention to progress the Project in accordance with this Agreement.
- (D) The Local Authorities enter into this Agreement pursuant to their respective powers conferred by Section 111 Local Government Act 1972, the Local Authorities (Goods and Services Act) 1970, Section 5.1 Localism Act 2011 and

Section 2 of the Local Government Act 2000, the Housing Act 1996, the Homelessness Act 2002 and all other enabling powers now vested in them.

Agreed terms

In consideration of this Agreement the Parties agree to comply with the provisions set out hereto.

1 Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

"Allocation Scheme" means the Fylde Coast Consistent Assessment Policy (CAP). The CAP deals with how partners will assess applications for Social Housing and award a priority level band.

"Approved Action" means an action or activity undertaken after the date of this Agreement by a Party in connection with and for the purposes of the Project in accordance with the Project Objectives which is approved for the purpose of this Agreement by a decision of the Fylde Coast Housing Providers Group

"Approved Contract" means a contract entered into after the date of this Agreement by the Contracting Authority in connection with and for the purposes of the Project in accordance with the Project Objectives which is approved for the purpose of this Agreement by a decision of the Fylde Coast Housing Providers Group

"Business Day" means any day excluding Saturdays, Sundays and public and statutory holidays in England;

"Commencement Date" means the date of this Agreement;

"Consistent Assessment Policy" means the policy that sets out how applicants for Social Housing are assessed when they register their requirements for a home, and provides a consistent policy to inform the operation of the MyHomeChoice Fylde Coast system across the three local authority areas. It also sets out minimum eligibility criteria for access to the MyHomeChoice system and register.

"Contracting Authority" means Blackpool Borough Council or such other Party as agreed by all partners shall be appointed from time to time as the Contracting Authority for the purposes of this Agreement;

"Contractor" means the contractor engaged by the Contracting Authority for and on behalf of the Parties pursuant to the Approved Contract to provide and manage the web based system for use with the Scheme to be implemented and developed in accordance with this Agreement;

"Designated Officer" means the Scheme Administrator;

"Excepted Item" means an action, activity, responsibility, contract or any other matter whatsoever to be undertaken or entered into by a Party in respect of which it is agreed between the Parties that the costs and/or expenses shall not be subject to any contribution from any of the other Parties;

"Framework" means the procurement framework used to procure the Contractor

"Funds" means the funding set out in Schedule 2;

"Fylde Coast Housing Providers Group" means the representative board comprised of the Party Representatives whose role at the Commencement Date is set out in clause 5 and Appendix A;

"My Home Choice Steering Group" means the operational group accountable to the Fylde Coast Housing Providers Group with the same responsibilities, obligations and authority as set out in this Agreement as set out in clause 5 and Appendix B. The Group delivers the practical activities needed to ensure effective operation of the scheme.

"My Home Choice System " means the Choice Based Lettings scheme which operates across the Fylde Coast region. Blackpool, Fylde, and Wyre Councils, together with local housing associations.

"Parties" means all of the parties to this Agreement and "Party" means any one of them;

"Party Representative(s)" means the individual(s) appointed by each Party to represent it on the Fylde Coast Housing Providers Group;

"Project" means the project to procure and manage a web-based system for use with the Scheme to be implemented and developed in accordance with this Agreement including without limitation the Respective Inputs and the Project Objectives;

"Project Objectives" means the objectives and aims set out in Schedule 1;

"Project Targets" means any specified targets for delivery of the Project set out from time to time;

"Respective Inputs" means the support, assistance, funding, actions or other input reasonably required to be provided from time to time by any of the Parties to implement and/or deliver the Project and as may be otherwise agreed by the Parties pursuant to this Agreement and in accordance with the Project Objectives;

"Respective Share" means the percentage share applying to a Party as set out in Schedule 2 for the time being and if another person or body shall become a Party

for the purpose of this Agreement it is the intention that the Respective Shares of each Party at the time shall be reduced pro rata the share agreed to apply to that person or body on its becoming a Party;

"Scheme" means a scheme for letting social housing set up by the Parties

"Scheme Administrator" means such party being appointed in accordance with this Agreement, whose role is set out in Appendix C

"Senior Officer" means a representative from each Organisation that attends the Fylde Coast Housing Providers meetings.

"Services" means the development and implementation of the System and the ongoing maintenance and management services to be provided to the Parties by the Contractor;

"Social Housing" for the purposes of this agreement, means social rented housing is taken to mean all rented housing owned by local authorities and housing associations and retained to meet the needs of eligible households, and that is subject to target rents determined through the national rent regime or let at a cost of no more than 80% of market rents.

"System" means the web based system developed and used for the Scheme and licensed to the Contracting Authority

1.2 In this Agreement

1.2.1 any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute or statutes.

1.2.2 references to any clause sub-clause schedule or paragraph without further designation shall be construed as a reference to the clause sub-clause schedule or paragraph to this Agreement so numbered.

1.2.3 the clause, paragraph and schedule headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

1.2.4 In this Agreement the singular includes the plural and vice versa and any gender includes any other gender.

1.2.5 Any reference to an Appendix is to be construed as the most up to date Appendix bearing that prefix which has for the time being been agreed by the Fylde Coast Housing Providers Group and/or each of the Parties (as the case may be) as demonstrated by having been initialled by or on behalf of that Party by an

authorised signatory for that Party of each Party and dated. It is the intention of each of the Parties that each of the Appendices may be amended (to reflect agreed changes, additions, deletions and other modifications to any one or more of the Parties' responsibilities there under) but so that no such amendment shall have effect until such changes are agreed in accordance with this Agreement and the Appendix altered, dated and initialled. Notwithstanding this, the provision in Appendix A that each meeting of the Fylde Coast Housing Providers Group will need a quorum before any business can be undertaken and before any decision is made and that a quorum will constitute a Party Representative from any 5 Parties, of which 2 are Local Authorities and 3 are social housing providers, may not be amended.

2 Project Objectives and Purpose of this Agreement

2.1 Each Party:

2.1.1 confirms and agrees the Project Objectives;

2.1.2 confirms and agrees to collaborate and work together with the intention of successfully delivering the Project to achieve the Project Objectives for the benefit of them all;

2.1.3 enters into this Agreement in order to further develop the methodology for regulating and managing its relationship with the other Parties in respect of the Project;

2.1.4 confirms to the other Parties to provide its Respective Inputs; and

2.1.5 enters into this partnership agreement which has been established to operate a choice based lettings scheme that has a consistent assessment policy and a common application form consistently applied throughout the parties

3 Governance: Reporting and Decision Making Structures

3.1 The Parties confirm their intention to comply with the requirements concerning reporting and monitoring of progress in relation to the Project set out in Schedule 1 as may be limited, supplemented or otherwise amended from time to time by the Fylde Coast Housing Providers Group from time to time in accordance with the provisions of this agreement.

4 Contracting Authority

- 4.1 The Parties accept that there is a requirement for one of them to take a lead role in engaging with the Contractor and that the Contracting Authority is Blackpool Council.
- 4.2 The Contracting Authority will alert the Parties as soon as practicable to any notices or information received that may impact on procurement decisions or on the development and/or delivery of the Project;
- 4.3 The Contracting Authority will enter as soon as practicable into the Approved Contract with the Contractor.
- 4.4 Each Party agrees that:
 - 4.4.1 it shall act consistently with the terms of the Approved Contract so far as they are binding on the Contracting Authority; and
 - 4.4.2 provide the Contracting Authority with such consents, information and licences as may be reasonably required by the Contracting Authority to comply with its obligations under the Approved Contract.
- 4.5 The Contracting Authority shall be liable in aggregate to the other Parties for loss or damage suffered or expenses incurred as a consequence of the Contractor's breach of the Approved Contract but only in so far that the total liability of the Contracting Authority shall not exceed any amount of monies recovered from the Contractor in respect of such losses damages or expenses and the cost and expenses reasonably incurred by the Contracting Authority in pursuing the Contractor in accordance with this clause 4.6 shall be deducted from any monies recovered from the Contractor.

5 The Fylde Coast Housing Providers Group

- 5.1 The Fylde Coast Housing Providers Group is responsible for ensuring the effective operation of the My Home Choice Fylde Coast system. The My Home Choice Steering Group is accountable to the Fylde Coast Housing Providers Group. The Parties confirm their commitment to and reliance upon the Fylde Coast Housing Providers Group to be responsible for initiating, monitoring and managing the process of developing the Project and co-ordinating the respective contributions from each Party to that process.
- 5.2 The Fylde Coast Housing Providers Group shall have the functions and responsibilities set out and as may be amended (whether by expansion or limitation) from time to time in accordance with this Agreement.

- 5.4 Each Party will ensure that its Party Representative on the Fylde Coast Housing Providers Group will provide all reasonable advice and assistance necessary in order to facilitate the successful working of the Fylde Coast Housing Providers Group. In certain situations it is understood that the party representative may need the approval of their committee/board depending upon the limitations in their organisation's constitution.
- 5.5 The role of the Fylde Coast Housing Providers Group will include the following:
- 5.5.1 having overall responsibility for the control of the Project;
 - 5.5.2 overseeing the administration of the Project including approval of relevant expenditure;
 - 5.5.3 agreeing any variations to the Approved Contract;
 - 5.5.4 determining the terms of a model Consistent Assessment Policy for housing in accordance with applicable legislation and guidance which it is intended that each Party will have approved to be used by them for the purpose of such legislation providing this does not lead to a breach of charitable objectives for any Party. If a Party fails to adopt and/or operate the Consistent Assessment Policy without the approval of the Fylde Coast Housing Providers Group, it shall be treated as a material breach for the purposes of clause 9.2.1;
 - 5.5.5 ensuring that the collective objectives of the Parties represented by the Project Objectives are realised and implemented as agreed between them from time to time;
 - 5.5.7 providing an initial forum for the resolution of any disputes between the Parties in connection with this Agreement;
 - 5.5.8 exploring how the best value for money can be secured in connection with the Project;
 - 5.5.9 considering how, and the mechanism by which, the Parties may work together for the benefit of their collective and individual interests;
 - 5.5.10 appointing as may be appropriate any advisors required to progress the Project;

5.5.11 overseeing the implementation of the Project;

5.5.12 considering the need for, and the benefit of, introducing additional parties to this Agreement and of involving other parties in the Project;

5.5.13 agreeing any changes to the scope of the Project;

5.5.14 determining any limits on the minimum and maximum number of any Parties; and

5.5.15 developing performance targets and/or acceptance criteria.

5.5.16 organising training updates to ensure that staff skills are maintained.

5.5.17 Planning for effective marketing of the My Home Choice Fylde Coast brand, and agreeing an appropriate budget for marketing as part of the annual budget for the scheme

5.6 Decisions of the Fylde Coast Housing Providers Group shall be made as set out in Appendix A.

5.7 The role of the My Home Choice Steering Group is set out in Appendix B.

6 Designated Officers

6.1 The Scheme Administrator shall be appointed by decision of the Fylde Coast Housing Providers Group. The role of the Scheme Administrator is set out in Appendix C. The costs of the Scheme Administrator will be shared out as agreed and met by the parties as set out in Schedule 2 and it is hereby agreed that the financial terms of the appointment of the Scheme Administrator is a decision which requires the unanimous decision of the Fylde Coast Housing Providers Group in accordance with paragraph 21 of Schedule 2.

6.2 The appointment of the Scheme Administrator will be reviewed annually. The Scheme Administrator will provide an annual report to the Fylde Coast Housing Providers meeting each year setting out the activity undertaken and the proposed cost of continuing to perform the role for the subsequent year. The Fylde Coast Housing Providers Group will either confirm the re-appointment or select another partner to take on this role.

6.3 The Scheme Administrator will have responsibility for the financial

management of the Project Budget. A budget report will be prepared and delivered at each Fylde Coast Housing Providers Group meeting.

7 Inputs and Responsibilities

7.1 It is intended that each Partner will advertise all of its vacant social housing properties within the Blackpool, Fylde and Wyre local authority areas through the system, subject to the provisions of the Consistent Assessment Policy, provided that nothing within the Scheme or the Project shall require any of the Parties which is a Registered Provider and a Charity or an exempt charity to house someone who is not a proper charitable beneficiary. In this way, the system will continue to offer the majority of social housing stock to local residents through one simple portal, and ensure that social housing providers meet their obligations to offer at least 50% of their housing stock to local applicants in housing need.

However, Partners are permitted to advertise and let properties outside of the MyHomeChoice system where:

- “Management moves” are required to maintain homes for existing tenants
- Having advertised through the My Home Choice system, a suitable tenant has not been identified
- Specific alternative lettings arrangements are agreed for a proportion of a partner’s housing stock through the Fylde Coast Housing Providers Group
- A partner gives notice to withdraw a proportion of its housing stock from advertising and letting through the My Home Choice system. Notice of 3 months will be given to other partners and the partner will continue to make the full financial contributions set out in Schedule 2. In this case, a minimum of 50% of the partner’s stock in the area will continue to be let through the priority-based lettings route of the My Home Choice system.

Subject to public consultation on a review of the Consistent Assessment Policy (CAP), it is intended that the My Home Choice system will provide two routes for applicants to access social housing:

1. A priority-based lettings route reserved for at least 50% of lettings which is only accessible to applicants with housing needs falling into a reasonable preference category
2. A first come first served route for no more than 50% of lettings which is open to all applicants regardless of housing need.

7.2 Each Party:

7.2.1 will pay the financial contributions as set out in Schedule 2 and liabilities detailed in Clause 11.

7.2.2 will co-operate with and give reasonable assistance to each other and the Fylde Coast Housing Providers Group to ensure that the Respective Inputs are properly co-ordinated and delivered efficiently and economically with the intention of successfully achieving the Project Objectives;

7.2.3 shall deliver such information to the Fylde Coast Housing Providers Group as is reasonably requested from time to time in order to enable them to fulfil their roles and responsibilities under this Agreement;

7.2.4 shall keep records of actions taken, time spent, performance and such other information relevant to its Respective; and

7.2.5 subject to any legal constraints and/or duties of confidentiality shall provide to any auditor appointed by any of the Parties such information as may be required in respect of any audit or inspection carried out in respect of the Project.

8 Duration

8.1 This Agreement shall come into effect on the Commencement Date and shall continue in full force and effect (subject to the withdrawal or expulsion of any Party in accordance with clause 9) for a period of five years so long as at least two local authorities and two housing providers remain a party to it, with a review of the terms of the Partnership Agreement and opportunity to withdraw without notice after the first three years.

9 Withdrawal and Termination

9.1 A Party may withdraw from this Agreement by giving six months' notice to the Scheme Administrator and to the Fylde Coast Housing Providers Group. The withdrawing Party shall pay its Respective Share of the scheme costs for the

whole year within which the withdrawal takes effect as set out in Schedule 2, together with all and any costs reasonably and properly incurred as a result of its withdrawal (but subject to clause 10).

- 9.2 The Parties may by agreement of at least 80% of the other Parties serve 3 months' notice to a Party terminating its participation in this Agreement (such requirement being set out in a written notice sent by the Scheme Administrator or the Contracting Authority to that Party in the event that:

9.2.1 a Party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 Business Days, (or such other longer reasonable time as the Fylde Coast Housing Providers Group may agree in writing) after being requested by the Fylde Coast Housing Providers Group the other Parties to do so; or

9.2.2 a Party is subject to a reorganisation and/or its constitution alters to such an extent that the Fylde Coast Housing Providers Group determine that that Party's continued involvement in the Project is impracticable or undesirable; or

9.2.3 a Party ceases to exist or steps are being taken to wind it up;

9.2.4 a Party has any director or senior manager or senior officer (as may be applicable) involved in the Project convicted of an offence involving dishonesty;

whereupon that Party shall cease to be a Party to this Agreement from the date of expiration of the said notice.

10 Consequences of withdrawal or termination

10.1 On the withdrawal by or termination of any Party pursuant to clause 9 the Respective Shares set out in Schedule 2 shall be recalculated and such recalculations shall come into effect on the date of the expiry of the notice given of withdrawal or termination.

10.2 The Party who ceases to be a party to this Agreement under the terms of clause 9 will (save for the requirements of clause 9.1) be released from its obligations to make any further financial contributions to the Project arising after the date of withdrawal or removal but must pay all contributions already identified and notified to the Party by the Fylde Coast Housing Providers Group (as at the date notice was given by either the withdrawing

Party or the Fylde Coast Housing Providers Group under terms of this agreement) which are due on any date up to the date of withdrawal or removal.

10.3 If any Party gives notice of withdrawal or otherwise ceases to be a Party to this Agreement under the terms of clause 9, then this Agreement shall continue in full force as between all the other Parties. All the other Parties will immediately consult with each other and use their reasonable endeavours to agree the most appropriate alternative arrangements for implementing any changes which may be appropriate as a result of the withdrawal or expulsion of that Party to enable the project to continue on a fair and equitable basis as between the remaining Parties. For the avoidance of doubt, a Party withdrawing or who otherwise ceases to be a Party to this Agreement under the terms of clause 9 from this Agreement shall not be prevented from negotiating and entering into a separate agreement with the Contractor.

10.4 A Party withdrawing from this Agreement or who ceases to be a Party under the terms of clause 9 shall not be released by clause 10.4 from any such obligation which arises out of the performance of this Agreement prior to the effective date of such notice of withdrawal and such Party shall remain liable to contribute in accordance with the other provisions of this Agreement for such obligations up to the date of withdrawal/termination as if the withdrawal did not take place (including without limitation the obligation to contribute towards any financial liability arising before or after the date of such withdrawal in respect of any Approved Contracts entered into or Approved Actions taken prior to effective date of such notice of withdrawal).

10.5 If the Contracting Authority ceases to be a Party, the other Parties shall in advance agree between themselves as to which Party shall become the Contracting Authority.

10.6 On the withdrawal or termination of any Party the right of that Party to use any software, documentation, use of the My Home Choice logo or affiliation to the scheme will also cease.

11 Liabilities

11.1 Each of the Parties will contribute towards any capital costs or losses incurred in connection with or pursuant to any Approved Contract, or Approved Action (to the extent not recoverable from the Funds) in the proportions agreed between the Parties (or in the absence of agreement in the Respective Shares) unless such Approved Contract and/or Approved Action is an Excepted Item.

11.2 Each of the Parties will in respect of any Approved Contract or Approved Action indemnify each other to the extent necessary so that each Party shall be liable to contribute to any costs losses and liabilities incurred in respect of such Approved Contract or Approved Action in the proportion agreed beforehand between the Parties (or in the absence of any agreement in proportion to its Respective Share) PROVIDED THAT such indemnity shall not extend to costs, expenses, or claims incurred by reason or in consequence of any fraudulent or wrongful act or omission of any other Party in which event the responsibility of each of the Parties for loss or damage suffered by the other Parties shall be limited to that proportion of the Parties' loss or damage as it would be just and equitable to require that Party to pay having regard to the extent to that Party's responsibility for such loss or damage and on the basis that the other Parties shall be deemed to have paid such proportion as it would be just and equitable for them to pay having regard to the extent of their responsibility.

11.3 Each of the Parties will contribute towards any direct and indirect losses, damages, actions, demands, costs, expenses incurred by the Contracting Authority (to the extent not recoverable from the Funds) in connection with the performance by it of:

its role in the Project provided it has acted and continues to act in good faith in undertaking their role (such costs including those identified as or calculated in accordance with the Approved Contract entered into by the Contracting Authority on behalf of the other Parties or Approved Action taken by the Contracting Authority together with any liabilities which the Contracting Authority may incur in respect of the performance of its role) in proportion to the Respective Shares. For the avoidance of doubt, Fylde Coast Housing Providers Group approval is required for any expenditure not budgeted for within the Funds.

11.4 If any of the Parties fail to pay the amount due pursuant to their Relevant Inputs or this clause 11 by the due date (as determined below) the same shall become a debt from such Party or Parties and will bear interest until payment at the rate of 1% per annum above the base rate of the Bank of England during the period in respect of which the payment of the said amount is in arrears.

11.5 The due date for any payment or contribution under this Agreement shall be as follows:

11.5.1 in respect of a contribution pursuant to clause 11.1, within 28 days of receipt of a proper invoice from the Contracting Authority provided the cost, expenditure or loss to which the contribution is required has actually been incurred (and, where relevant, paid) and the Parties have agreed or it has otherwise been determined that they would not be recoverable from the Funds;

- 11.5.2 in respect of a contribution pursuant to clause 11.3 within 28 days of receipt of a proper invoice from the Contracting Authority relating to the losses, damages, actions, demands, costs, expenses of the Contracting Authority in providing administrative support for the preceding month or greater period;
- 11.5.3 in respect of any other contribution required pursuant to this Agreement within 28 days of a proper invoice issued by the relevant Party following agreement of the level of contribution required by each of the other Parties (or as otherwise determined) in accordance with this Agreement.

11.6 Each Party acknowledges and agrees that the Contracting Authority shall not (subject to clauses 11.7 and 11.8) be liable to it (and it shall be deemed to have waived any right or entitlement against the Contracting Authority in respect of any costs losses expenses or damages which it suffers or incurs including but not limited to any contribution required to be made pursuant to this clause 11) as a result of any action taken by the Contracting Authority in good faith and in accordance with the terms of this Agreement in exercising its role in accordance with this Agreement. Each Party for the purpose of perfecting the intention of this clause 11.6 and not further hereby covenants to indemnify the Contracting Authority against any such costs losses demands expenses or damages which it would but for the provisions of this clause 11.6 have been able to recover from the Contracting Authority.

11.7 Provisions of clauses 11.3 and 11.6 shall not apply in respect of any costs losses expenses or damages suffered or incurred by the other Parties if the Contracting Authority has acted negligently or fraudulently.

11.8 Nothing set out in this Agreement shall exclude any liability which a Party would otherwise have to any other Party in respect of any fraudulent misrepresentation or in respect of any death or personal injury caused or otherwise contributed to by that other Party's negligence.

12 Warranties

12.1 Each Party warrants to each of the others that:

- 2.1.1 it has full power and authority to enter into this Agreement and that its entry into and performance of this Agreement does not and will not infringe the rights of any third party or cause it to be in breach of any obligations to any third party; and
- 12.1.2 all information, data and materials provided by it to the other Parties will be, to the best of its knowledge, accurate and complete in all

material respects, and it is entitled to provide the same to the other Parties without the approval or consent to any third party.

12.2 Each Party warrants to the Contracting Authority that:

12.2.1 use of the data and other copyright material ("Content") in accordance with the Approved Contract will not infringe the Intellectual Property Rights of any third party in the United Kingdom; and

12.2.2 it has the right, power and authority to license the Content to the Contracting Authority to enable the Contracting Authority to comply with the Approved Contract.

13 Respective Inputs

13.1 The Parties agree:

13.1.1 to provide such non-monetary resources and assistance (including staff time) to the Project as shall be reasonably determined (having regard to the concerned Party resources) as being required by the Fylde Coast Housing Providers Group from time to time to ensure the successful implementation and future running of the Project;

13.1.2 to fulfil their obligations under this Agreement; and

13.1.3 to co-operate and use their reasonable endeavours to ensure that high and effective standards of quality assurance on all aspects of the Project are established, generally understood and consistently maintained and observed;

14 Sharing of Information and Data Protection

14.1 The Parties are fully committed to compliance with the requirements of the Data Protection Act 1998 ("the Act") and any new statutory requirements. The Parties shall follow procedures that aim to ensure that all employees, elected members, contractors, agents, consultants, partners or other parties engaged by the Parties who have access to any personal Data (as defined in the Act) held by or on behalf of the Parties, are fully aware of and abide by their duties and responsibilities under the Act. The Parties will comply with the data protection policy set out in Schedule 3, and any revisions to reflect new statutory requirements.

15 Additional parties

15.1 The Fylde Coast Housing Providers Group will be responsible for assessing the need or desirability for additional parties.

15.2 A third party will only become a Party to this Agreement if the Fylde Coast Housing Providers Group decides to permit it, AND the third party: .

15.2.1 executes all documents required by the Fylde Coast Housing Providers Group to secure the relevant obligations and responsibilities of such person or body in similar terms to the other Parties by virtue of this Agreement; .

15.2.2 agrees to the aims and objectives of the Project;

15.2.3 accepts the Respective Shares used by the Parties to apportion costs;

15.2.4 agrees to any additional costs required to be met as a 'one off' payment on joining (if any); and

15.2.5 agrees to be bound by the terms of this Agreement.

15.3 In the event that a Party identifies the need for an additional party, or a Party is approached by anyone interested in becoming a Party, that Party will refer the matter to the Fylde Coast Housing Providers Group for assessment and consideration.

15.4 Where a third party has only a small housing stock in the area, and wishes to make use of the My Home Choice Fylde Coast system without becoming a member of the partnership, the Fylde Coast Housing Providers Group will consider whether to approve them to make lettings through one of the Partners. In this case, the third party will negotiate a fee to the individual Partner who is providing this service to them. All third parties using the system in this way will be bound by the terms of use set out in this Agreement, including the allocation of properties in accordance with the Consistent Assessment Policy.

16 Notices

16.1 Any communication required to be in writing under the terms of this Agreement shall be sent to each Party at the addresses and marked for the attention of the relevant person identified in Schedule 4.

17 Disputes

- 17.1 In the event of any dispute or difference arising between the Parties as to the construction or application of this Agreement or as to any issue arising thereunder the Parties shall initially seek to resolve such issue at the Fylde Coast Housing Providers Group.
- 17.2 If the above meeting does not solve the dispute to the satisfaction of all parties within 20 Working Days, the Parties shall as soon as practicable convene a special meeting at which each party will be represented by a Senior Officer who does not already attend meetings of the Fylde Coast Housing Providers Group.
- 17.3 If the dispute remains unresolved after 20 Working Days of the special meeting taking place in accordance with clause 17.2, the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.
- 17.4 The Parties shall only have recourse to legal proceedings in the event of failing to reach agreement despite its bona fide endeavours to resolve the dispute or difference in question pursuant to clauses 17.1, 17.2 and 17.3.

18 Third Parties Rights

- 18.1 To the extent that any provision of this Agreement is capable of being legally enforced the Parties to this Agreement confirm and agree that they do not intend any provision of it to be enforceable by any other person pursuant to the Contract (Rights of Third Parties) Act 1999.

19 No Partnership or Agency

- 19.1 No provision of this Agreement shall be construed as a delegation by any of the Parties of any of their respective functions or authority to the Fylde Coast Housing Providers Group or to any other Party unless the contrary is stated herein.
- 19.2 Except as specifically set out herein, no Party shall:
- 19.2.1 have any right, authority or power to act on behalf of any other Party nor to bind any other Party by contract or otherwise nor to undertake any liability or obligation on behalf of or to pledge the credit of any other Party;

19.2.2 hold itself out as having authority or power to bind any other Party in any way by virtue of this Agreement except to the extent expressly permitted in respect of a Relevant Input.

19.3 Each Party is independent from the others and nothing contained in this Agreement shall be construed as implying that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee.

20 Statutory Powers

20.1 Nothing herein contained or implied shall prejudice or affect the rights powers duties and obligation of each of the Parties in the exercise of their respective functions as may be amended supplemented or increased from time to time and the rights powers duties and obligations of each of the Parties pursuant to their respective functions may be as fully and effectually exercised as if this Agreement had not been made.

21 Provision to Survive

All provisions of this Agreement which are expressly or by implication intended to survive and apply following expiry or termination of this Agreement including clauses 9, 10.1, 11 shall survive and shall continue in full force and effect notwithstanding such expiry or termination.

22 Governing law

22.1 This Agreement is made and shall be governed by and construed in accordance with English Law and the parties irrevocably submit to the jurisdiction of the English Courts.

22.2 If any conflict shall arise between the provisions of this Agreement and the law relating to local government in England the latter shall prevail.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Project Objectives

The agreed key objectives of the Project are to:

1. Collaborate and work together to successfully deliver and operate the allocations system.
2. Comply with the requirements concerning reporting and monitoring of progress in relation to the project
3. Provide an integrated allocations system and policy framework which makes it as easy as possible for people to apply and secure affordable housing
4. Enable scheme users to have an understanding and control of their housing situation and, therefore, to make more informed decisions
5. Improve access to and support for vulnerable customers.
6. Enable affordable housing providers to quickly and efficiently let their homes to suitable tenants.
7. Prevent homelessness and reduce the use of temporary accommodation through an effective prioritisation system.
8. Facilitate the creation of more sustainable tenancies.
9. Attract new customers to any affordable housing stock that is in low demand.
10. Attract a higher number of economically active applicants to social housing.
11. Support the creation of resilient and economically sustainable communities.
12. Ensure the best use of affordable housing stock across Blackpool, Fylde and Wyre.
13. Provide accurate information on housing supply and demand to help inform future housing strategies and investment decisions.
14. Meet the legal requirements for the allocation of social housing as set out in the Housing Act (1996) and Homelessness Act (2002).

Schedule 2 Costs and Funding

The costs of developing the system and the on-going costs of managing the system will be shared between the partners on the following basis:

One third of costs will be apportioned to the three local authorities, and two thirds of costs will be apportioned to the social housing providers.

The costs attributable to the three local authorities will be apportioned between them on the basis of the total affordable housing stock in each borough.

The costs attributable to the social housing providers will be apportioned between them on the basis of the number of lettings in the Fylde Coast area that they made in the year 2016/17, or where they were not members of the partnership in 2016/17, the number of lettings that they are expected to make in 2017/18.

The initial apportionment of all costs associated with the system is as set out below:

Column 1 Party	Column 2 Share of costs %
Blackpool Council	18.51
Wyre Borough Council	8.44
Fylde Borough Council	6.39
Regenda Group	13.97
Progress Housing Group	9.67
Blackpool Coastal Housing	27.76
Places for People	5.30
Great Places	7.10
Muir Group	1.35
ForHousing	1.51

The cost apportionment will be reviewed for each subsequent financial year to reflect the respective proportions of all lettings made by each partner in the previous year.

The Scheme Administrator has responsibility for the financial management of the Project Budget. A budget report will be prepared and delivered at each Fylde Coast Housing Providers Group meeting.

A budget for each new financial year will be prepared and circulated to partners by the Scheme Administrator in December of the preceding financial year to enable partners to build meeting the costs of the scheme into their own budgeting processes.

Invoices for each new financial year will be sent out by the end of February in the preceding financial year.

The Parties will each pay their own costs and expenses incurred in relation to the on-going management of the Services.

Schedule 3 Information Sharing and Data Protection Policy ("Policy")

1 Data Protection

The Parties are fully committed to compliance with the requirements of the Data Protection Act 1998 ("the Act") [and any subsequent data protection legislation](#) in accordance with clause 14.1.1. The Parties shall follow procedures that aim to ensure that all employees, elected members, contractors, agents, consultants, partners or other parties engaged by the Parties who have access to any Data (as defined in the Act) held by or on behalf of the Parties, are fully aware of and abide by their duties and responsibilities under the Act.

2 Statement of Policy

2.1 In order to operate efficiently, the Parties have to collect and use information about those people who apply for accommodation through the Scheme. In addition, it may be required by law to collect and use information in order to comply with the requirements of central government. This personal data must be handled and dealt with in accordance with the provisions of the act, regardless of how it is collected, recorded and used, and whether it be on paper, in computer records or recorded by any other means.

3 Handling of Sensitive Personal Data (as defined in the Act)

3.1 The Parties shall pursuant to the Act:-

- Observe fully conditions regarding the fair collection and use of personal data;
- Specify the purpose for which information is used;
- Collect and process appropriate information and only to the extent that it is needed to fulfil operational needs of the Scheme or to comply with any legal requirements;
- Ensure the quality of information used;
- Apply strict checks to determine the length of time information is held;
- Take appropriate technical and organisational security measures to safeguard personal data;
- Ensure that personal data is not transferred abroad without suitable safeguards;
- Ensure that the people about whom the information is collected and held can exercise their rights under the Act, namely:

(i) to be informed that processing is being undertaken;

(ii) to be given access to ~~their one's~~ personal data within the statutory ~~40 days timescales~~;

(iii) to prevent processing of information in certain circumstances; and

(iv) to have information regarded as wrong corrected, rectified, blocked or erased.

3.2 in addition, The Parties will ensure that:

- Each Party nominates an officer ("Nominated Officer") who shall have specific responsibility for Data protection pursuant to the Act;
- Everyone involved in the Scheme who manages and handles personal data:
(i) understands that they have an obligation to manage and handle the said information in accordance with the provisions of the Act (ii) is appropriately trained to do so; and (iii) is appropriately supervised;
- Anyone wanting to make enquiries about handling personal data, whether a member of staff or a member of the public, is fully advised on what to do;
- Queries about handling personal data are promptly and courteously dealt with;
- Methods of handling personal data are regularly assessed and evaluated;
- Performance with handling personal data is regularly assessed and evaluated;
- Data sharing is carried out under this written agreement, setting out the scope and limits of the sharing. Any disclosure of Personal Data (as defined in the Act) will be in compliance with this agreement.

3.3 The Parties shall ensure that that Personal Data is kept secure at all times against unauthorised or unlawful loss or disclosure and in particular will ensure that:

- Paper files and other records or documents containing Sensitive Personal Data are kept in a secure environment;
- Personal Data held on computers and computer systems is protected by the use of secure passwords, which where possible have forced changes periodically;
- Individual passwords should be such that they are not easily compromised.

3.4 All contractors or consultants who are users of personal data supplied by the Parties (or any one of them) will be required to confirm that they will comply with the requirements of the Act with regard to information supplied by the Parties.

3.5 ~~All contractors, consultants, partners or other parties or agents of each Party, must:~~

~~Ensure that they and all of their staff who have access to Personal Data held or processed for or on behalf of the Party, are aware of these obligations set out in this Schedule 3 and are fully trained in and are aware of their duties and responsibilities under the~~

~~Act. Any breach of any provision of the Act will be deemed as being a breach of any contract between the Party and that individual, company, partner or firm;~~

- ~~• Allow Data protection audits by the Party of Data held on its behalf (if requested);~~
- ~~• Indemnify and keep the Party indemnified against all claims, demands, proceedings, actions, costs, expenses or payments of compensation or damages arising directly or indirectly out of any breach of this paragraph 3.4, without limitation.~~

Contractors, consultants, partners or other parties or agents or each party:

- Cannot sub-contract without seeking authority from the originating party;
- Must ensure that they and any authorised sub-contractors fully comply understand and comply with their obligations under the current data protection legislation;
- Must ensure that they and any authorised sub-contractors have appropriate technical and organisational measures, processes and procedures in place to securely and safely handle the personal data that may be shared with them;
- Ensure that they and all of their staff who have access to personal data held or processed for or on behalf of the Party, are aware of these obligations set out in this Schedule 3 and are fully trained in and are aware of their duties and responsibilities under the Act;
- Any breach of any provision of the Act must be notified to the originating party immediately and the originating party may be required to notify the Information Commissioner's Office within 72 hrs of becoming aware;
- Any breach will be deemed as being a breach of any contract between the Party and that individual, company, partner or firm;

Allow data protection audits by the Party of data held on its behalf (if requested);

Indemnify and keep the Party indemnified against all claims, demands, proceedings, actions, costs, expenses or payments of compensation or damages arising directly or indirectly out of any breach of this paragraph 3.4, without limitation.

4 Implementation of Policy

- 4.1 Each party will remain the Data Controller for the information that they obtain/collect and upload to the system.
- 4.2 The Parties will appoint the Scheme Administrator ~~who shall lead on and ensure compliance with the Policy and any associated legislation~~ who shall assist with compliance with the policy and any associated legislation where required.
- 4.3 Nominated Officers will be selected by each party and will be responsible for ensuring that the Policy is implemented by each Party and will liaise with the Scheme

Administrator ~~that is a Data Controller for the purposes of the Act~~ who will act as a Data Processor on behalf of the Parties.

4.4 Implementation will be led and monitored by the Scheme Administrator.

4.5 The Scheme Administrator will (in collaboration with the Nominated Officers) also ~~have overall responsibility for~~ assist with:

- The provision of cascade Data protection training, for staff engaged by the Parties;
- For the development of best practice guidelines;
- For carrying out compliance checks with the Nominated Officers to ensure compliance, throughout the Parties, with the Act.
- Ongoing Training and Development

4.6 Responsibilities of the Scheme Administrator are set out in Appendix C

5 The Parties shall:

- take all reasonable steps to ensure the accuracy of the information they input into the Scheme database;
- process information fairly and in compliance with the Act;
- cooperate with the Scheme Administrator to maintain system integrity, compliance with the Act and that best practice is implemented;
- ~~pass requests made by a Data Subject pursuant to the Act promptly to the Scheme Administrator for processing;~~
- ensure compliance with paragraph 3 of Schedule 3;

6 System Audit and Compliance

The Scheme Administrator in conjunction with the Nominated Officers shall ensure that system audits are undertaken to ensure the integrity of the systems and the procedures for maintaining the same. The Parties shall agree a schedule of audits in line with best practice and who shall carry out such audits to provide the level of satisfaction required. At any time should any Parties identify an issue that they consider requires any additional audit they shall inform the Parties of this matter and shall agree with the Parties an audit plan to address this concern.

7 Notification to the Information Commissioner

- The information Commissioner maintains a public register of Data Controllers. The Parties to this Agreement are registered as such.
- The Nominated Officers will be responsible for notifying and updating their own ~~the~~ Data Controller of the processing of Personal Data, ~~within their directorate.~~

- The Data Controller^s will review the Data Protection Register with the Nominated Officers annually, prior to notification to the Information Commissioner.

Any changes to the register must be notified to the Information Commissioner, within 28 days, and to this end, any changes made between reviews will be brought to the attention of the Data Controller immediately.

Schedule 4 Communications and Notices

Blackpool Borough Council

Name: Andrew Foot...

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andrew.foot@blackpool.gov.uk

Phone: 01253 476339

Fylde Borough Council

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Wyre Borough Council

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E-mail: david.mcarthur@wyre.gov.uk

Phone:

Blackpool Coastal Housing Limited

Name: Maggie Cornall

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Phone: 01253 477852

Progress Housing Group Limited

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Phone: 01253 642048

Regenda Group

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Great Places

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Muir Group

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Phone:

For Housing

Name: Robert Smith

E-mail: Robert.smith@forviva.co.uk

Phone: 0161 605 7953

Signed by
behalf of

for and on

Appendix A Procedures of The Fylde Coast Housing Providers Group

Method of working

1. The Fylde Coast Housing Providers Group will establish for itself its method of operation, including internal management structures, processes and procedures but will recognise the need to operate with diligence and skill and the need for structured dialogue between the Party Representatives.

Membership

2. Each of the Parties may appoint and from time to time and be able to remove and replace its Party Representative to represent it on the Fylde Coast Housing Providers Group.
3. A maximum of one additional individual from each Party may attend Fylde Coast Housing Providers Group meetings for the purposes of continuity during absences but such that each Party is only represented by one person at any Fylde Coast Housing Providers Group.

Meetings

4. The Fylde Coast Housing Providers Group shall meet from time to time but will be four times a year minimum.
5. Meetings of the Fylde Coast Housing Providers Group will be held at any one of the Parties' premises or elsewhere as agreed from time to time by the Fylde Coast Housing Providers Group.
7. If decisions are required prior to the next scheduled meeting of the Fylde Coast Housing Providers Group, an agreed officer will forward the necessary information to members of the Fylde Coast Housing Providers Group individually and request a decision in favour or against, and will collate their responses and disseminate the outcome to all Fylde Coast Housing Providers Group Members.
9. The Party Representatives on the Fylde Coast Housing Providers Group will endeavour to agree any report or recommendations to be made to the Parties in connection with the achievement of the Project Objectives and/or Project Targets. Such recommendations may include any recommendation for the setting up of other advisory or consultative groups to consider, advise and report upon any matter pertinent to the Project.
10. The Fylde Coast Housing Providers Group shall regularly consider and identify the following issues:

- progress in connection with any agreed Project Targets and Project Objectives;
- proposed actions to be taken to rectify any prospective shortfall in meeting the Project Targets or any failure to meet the Project Objectives;
- delivery of the Respective Inputs; and
- Regular review of budgets and financing.

Convening of Meetings

12. A meeting of the Fylde Coast Housing Providers Group shall be rescheduled if three or more Parties request it AND a strategic decision is to be made which relates to a major change in policy or strategy.
13. A meeting of the Fylde Coast Housing Providers Group may also consist of a conference (by telephone or other remote means) between the Party Representatives who are not all in one place but each of which is able to speak to each other directly or by telephone and to be heard by each other simultaneously. A Party Representative taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote and be included in the quorum.

Quorum of Meetings

14. Each meeting of the Fylde Coast Housing Providers Group will need a quorum before any business can be undertaken and before any decision is made. Unless otherwise agreed in writing by each Party, a Party Representative from any 5 Parties, of which 2 are Local Authorities and 3 are social housing providers will constitute a quorum.

Attendance by others

16. Provided each of the Parties agrees, a person invited by any Party may attend any meeting of the Fylde Coast Housing Providers Group to speak at that meeting or otherwise advise or provide information (as appropriate) in relation to the Project, but such person's attendance and participation shall be limited to that which is agreed by each of the Parties in respect of the meeting to which that person has been invited to attend.

Minutes of Meetings

17. An appropriate record of each meeting of the Fylde Coast Housing Providers Group will be produced and circulated to each member of the Fylde Coast Housing Providers Group

Decision Making

18. Except where expressly stated otherwise in this Agreement, decisions shall be made by a majority of the Party Representatives attending. The views of all Parties on all matters shall be recorded in the notes of the meeting and reported back to each of the Parties for consideration and if appropriate, decision and action (pursuant to each Party's respective lawful powers).
20. If a matter for discussion or a decision to be made will require funding from the Local Authorities only, or the Social Housing Providers only, then only the group who will be required to provide the funding will be entitled to make decisions on that matter.
21. Any decision which will require funding to be made available by any of the Parties must be passed unanimously, subject to the provisions of 20.

Appendix B My Home Choice Steering Group

The role of the My Home Choice Steering Group will be to monitor and review the overall functioning of the Scheme, and in particular:

- 1 To ensure that appropriate policies and procedures are in place in relation to the Scheme
- 2 To propose any changes to the Scheme, with any major changes to the Scheme subject to a 12 week consultation process following executive approval from each of the Parties.
- 3 To implement the plans for the further development of the Scheme
- 4 To consider and permit additional parties to join the Scheme under the terms of this agreement.
- 5 To consider reports and other information in order to monitor the activities and progress towards the aims and targets of the Scheme
- 6 To allocate resources appropriately based on plans for the further development of the Scheme in order to achieve the aims and targets of the Scheme
- 7 To consider and recommend solutions to any problems or difficulties arising
- 8 To ensure that the parties fulfil their obligations regarding the Scheme
- 9 To assess and approve the following reports:
 - The quarterly and annual performance reports
 - The plans for further development of the scheme
- 10 To arrange training to ensure that staff skills are maintained.
- 11 To plan for effective marketing of the My Home Choice Fylde Coast brand, using the budget for marketing agreed by the Fylde Coast Housing Providers Group

Appendix C Scheme Administrator

The role of the Scheme Administrator is:

- Monitoring the operation of the scheme, preparing quarterly reports on applications and lettings made through the scheme, and annual review reports to the Fylde Coast Housing Partnership
- Dealing with issues, complaints and enquiries from partners
- Coordination of the marketing and publicity of the scheme
- Coordinating long term development of the scheme and any resulting consultation and workshops
- Arranging the partnership steering group meetings and completing the associated records
- Keep the partnership steering group advised of any potential issues and concerns with regards to the operations of the scheme
- Preparing and presenting annual budgets, including annual reviews of the apportionment of costs between partners based on outturn lettings
- Receiving holding and administering the Parties' financial contributions to the Project and completing all necessary returns relating thereto.
- Maintenance and administration of the partnership web sites, ensuring domains are renewed and the updating and review of content
- Coordinating the updating, version control and publishing of Internal and External publications relating to the Partnership or system
- Take responsibility for ensuring the quality assurance and risk management of the Project including monitoring and evaluation of the development of the Project;
- Be the primary contact with the IT suppliers systems support agency on behalf of the partnership, and attend user groups representing the partnership
- Coordinate the ordering and monitoring of consultancy, training or technical expertise
- ~~Act as the data controller and process requests made by a data subject (as defined in the Act) pursuant to the Act on behalf of the parties~~
- Be the point of contact for external agencies who wish to share information with the parties and ensure that this is in line with the Agreement
- Undertake responsibility for managing Data on behalf of all Parties and ensure that the Data Protection Policy and best practice are disseminated ~~and monitor its compliance~~
- The Scheme Administrator shall be responsible for the coordination of the management of the IT system with respect to:
 - Systems availability
 - Logging and managing fault calls
 - Distribution of fault calls to any third parties
 - Business continuity planning
 - Managing Change Control
 - Access to the system by all parties
 - Global system administration settings

- In conjunction with the Party Representatives the coordinating of on-going training and development of training materials and scheme documentation across the partnership
- In conjunction with the Party Representatives ensure that system audits are undertaken to ensure the integrity of the systems and the procedures for maintaining the same