## NOTTINGHAM CITY HOMES REGISTERED PROVIDER BOARD MEETING

Date: 13 FEBRUARY 2025

Time: 1.30 pm

#### Place: RM 1.15 Loxley House

Directors of the Board are requested to attend the above meeting on the date and at the time and place stated to transact the following business:

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George Pashley Head of Governance and Compliance

## AGENDA

1		INTRODUCTORY ITEMS		1.30
	1.1	WELCOME		
	1.2	APOLOGIES FOR ABSENCE		
	1.3	DECLARATION OF INTERESTS		
	1.4	ITEMS FROM THE CHAIR		
	1.5	MINUTES OF THE MEETING HELD ON 26 NOVEMBER 2024	Attached	1.35
	1.6	MATTERS ARISING		
2		ITEMS FOR DISCUSSION AND DECISION		
	2.1	GOVERNANCE REPORT incl SUCCESSION PLANNING Head of Governance and Compliance	Attached	1.35
	2.2	CHIEF OPERATING OFFICER REPORT Chief Operating Officer	Attached	2.00
	2.3	2025/26 BUDGET AND FINANCE MONITORING REPORT AD Finance	Attached	2.15
	2.4	Q3 PERFORMANCE MONITORING REPORT Executive Assistant & Head of NCH RP	Attached	2.40

2.5	RENT AND SERVICE CHARGE SETTING Executive Assistant & Head of NCH RP	Attached	3.00
2.6	POLICY APPROVALS Executive Assistant & Head of NCH RP	Attached	3.10
	CONFIDENTIAL ITEMS		
3.1	LEASE RENEWALS AND TERMINATIONS Executive Assistant & Head of NCH RP	Attached	3.20
	CLOSING ITEMS		

## 4.1 ANY OTHER BUSINESS

4.2 DATE OF NEXT MEETING – 10 JULY 2025

Members wishing to raise matters under Any Other Business should note that items will only be accepted if referred to and agreed by the Chair of the Board prior to commencement of the Meeting. Members wishing to submit their apologies should do so by contacting <u>george.pashley@nottinghamcity.gov.uk</u>;

#### **Distribution List:**

3

4

All Board Members: Mike Khouri-Bent, Vicky Evans, Paul Moat,

Madeleine Forster, Group Board Chair

NCH officers: Liz Cook, Mona Sachdeva, George Pashley, Mark Lawson, Andrew Berry, Tracy Martin

Report Authors: George Pashley, Mark Lawson, Andrew Berry, Tracy Martin

#### NOTTINGHAM CITY HOMES REGISTERED PROVIDER LIMITED

#### THE BOARD

**MINUTES** of the meeting held on 26 November 2024 at 2.30pm, held at Loxley House.

#### **Board Members**

Vicky Evans (VE) Mike Bent (MB) (Chair) Paul Moat (PM)

#### Also in Attendance:

Andrew Berry (AB) Liz Cook (LC) Mark Lawson (ML) Tracy Martin (TM) George Pashley (GP)

Assistant Director (Finance) Chief Operating Officer Executive Assistant Group Accountant Head of Governance and Compliance

Madeleine Forster

**Group Chair** 

### 1. WELCOME

1.1 The Chair welcomed everyone to the meeting.

### 2. APOLOGIES FOR ABSENCE

2.1 None.

### 3. DECLARATIONS OF INTEREST

- 3.1 No declarations of interest were received.
- 3.2 PM confirmed that he had met with GP to discuss potential conflicts of interest. His NCHA Chief Executive role could conflict with his Board Member position as NCH RP looks to sell on some of its properties and NCHA might look to extend into NCH RP areas of business. LC said there were two specific areas where a conflict could arise NCH RP and NCHA were on the same Temporary Accommodation Framework; and Asset Disposal, where NCHA may be interested in properties NCH was selling. The contract for Sutton House provided an example of where a conflict of interest could arise.
- 3.3 The Board considered that this would become more pertinent as NCH properties were agreed for sale. MF stated that she would like to consider the matter further.

3.4 MB confirmed that he is also a Shareholder of NCHA. PM confirmed that he is a Shareholder of Tuntum Housing Association which is also based in Nottingham.

#### 4. ITEMS FROM THE CHAIR

4.1 The Chair was continuing to arrange a meeting with Councillors to discuss the future direction of travel for NCH RP.

#### 5. CONFIRMATION OF MINUTES OF THE MEETING HELD 10 SEPTEMBER 2024

5.1 The minutes of the meeting held on 10 September 2024 were agreed as a true record.

#### 6. MATTERS ARISING

6.1 None.

#### 7. ACTION LOG

	ACTION	OWNER	COMPLETION DATE	UPDATE
1.	Succession Planning discussion	HGC	TBC	Discussion at 13 February Board.
2.	Update on Data Integrity audit	HGC	Nov 2024	Chair has written to NCC who are providing action plan to address concerns
3.	Formal disputes on Lettings and Damp and Mould to be raised with NCC	Exec Asst	Dec 2024	Complaint escalated to Stage 2.

### 8. FUTURE OF NCH AND NCH RP

- 8.1 LC reported that the Service Contract had now been signed but the CGEC report due for December's meeting had been withdrawn as the Council had asked for more time to review it. There has been significant changes in NCC Finance personnel and a new s151 Officer. LC has had a positive meeting with the Section 151 Officer Stuart Fair but NCC need more time to consider the financial implications of NCH's proposed three year proposal.
- 8.2 The Board considered the question recently raised by PM as to whether the current NCH debt, and the fact that NCH is due to run out of money by September 2025, has any potential negative impact on NCHRP and whether NCH RP has independence financially or could they be insolvent as a result? The position is complex and depends on several financial, legal, governance and operational factors. She hoped to prepare a Companywide report for the Group Board on 12

December and would share it with Board Members when it was ready. VE requested a timeline including the key decisions is included with the information.

## The Board NOTED the update on the Company position

### 9. QUARTER 2 PERFORMANCE MONITORING

- 9.1 The NCH Balanced Scorecard has not been updated by NCC since August 2024. The Housing Services Property team reported that there are still IT issues that are preventing accurate repairs performance data and timely charging for work completed. A resolution is being worked on.
- 9.2 There were ongoing concerns with relet times. There have been 3 permanent homes relet in the year to 30 September 2024, with re-let times of 64 days, 148 days and 276 days. Of the temporary accommodation let in Q1 and Q2, the NCC serviced properties have an average relet time of 58.1 days. Externally serviced temporary accommodation was turned around in an average of 7.4 days.
- 9.3 ML confirmed that all 2023/24 Fire Risk Assessment significant finding actions had been completed as of 31 August 2024. He had personally checked completion of the items at Highwood House and Tim Shirley had done the same at Midland House and Fairham House.
- 9.4 Damp and mould work was not progressing well in terms of prioritising work and meeting targets. PM asked what remedy there was for this in the Service Contract. ML confirmed that it was difficult to enforce any penalties. Work was being done to bring external providers in to help with the work, but NCC was still underperforming in this area. PM asked if any of NCH's tenants were at risk because of Damp and Mould. ML could not provide that assurance but confirmed that all bar 4 of the NCH dispersed properties most at risk of damp and mould had all had a full stock condition survey completed in the last 3 months. There were no reported Category One HHSRS actions for damp and mould. These homes also have a visit by the Temporary Accommodation team every 3 weeks maximum and if there are serious concerns families are moved to alternative accommodation.
- 9.5 The Board agreed that officers should now raise two formal notices under the Issue and Dispute Resolution Process set out in the Service Contract: one on Rent Arrears and one on Damp and Mould. VE asked to be kept updated of progress on these complaints.
- 9.6 ML informed the meeting that he had received an e-mail from the Regulator requesting a meeting. The reason for the meeting was unspecified. PM suggested he write back requesting further details and agreed to act as the Lead Board Member for the enquiry. ML would circulate more information as soon as he had it.

## The Board AGREED

1. For officers to raise two formal complaints on Rent Arrears, and Damp and Mould with NCC;

# 2. For Paul Moat to act as Lead Board Member to support with the email from RoSH.

#### 10. QUARTER 2 FINANCE MONITORING

- 10.1 A year-end forecast exercise undertaken at Quarter 2 shows a revised forecast profit after tax for 2024/25 of £243k, a positive variance of £111k compared to original budget. NCH RP had a cash balance of £3.365m as of 30<sup>th</sup> September 2024, mostly due to large creditor balances owed to NCC relating to Quarter 1 and 2 service contract costs. The year end projected cash position remains similar to that reported in September 2024 at a positive £1.8m.
- 10.2 Bishop Fleming had advised that if NCH RP agreed to convert to charity status it would be able to apply for Community Benefit Society status and not have to pay Corporation Tax. The Board agreed to this, subject to checks being made that it would not impact on any disposal process at a later date. ML confirmed that the charitable benefit would be backdated to the first date of application.

#### 10.3 The Board NOTED the report and agreed to apply for Charitable Community Benefit Society status subject to their being no impact on any future asset disposal process.

#### 11. **RISK REGISTER**

- 11.1 There were no proposals to amend the Risk Register. The Board noted three emerging risks at the meeting (below), which might also have implications for the Group. KT undertook to consider these at the January 2025 ARCC meeting.
  - 1. Declaration of Interests
  - 2. The position of NCH RP given the financial circumstances of the NCH Group
  - 3. The recent e-mail from the RoSH.

# The Board AGREED for officers to consider the impact of the three emerging risks on the Register, following consideration by ARCC

### 12 ANY OTHER BUSINESS

None.

### 13 DATE OF THE NEXT MEETING

The next scheduled meeting is on 13 February 2025 @2.30pm at Loxley House.

## NOTTINGHAM CITY HOMES REGISTERED PROVIDER

#### **GOVERNANCE REPORT**

#### THE BOARD 13 FEBRUARY 2024

#### HEAD OF GOVERNANCE AND COMPLIANCE

#### 1 EXECUTIVE SUMMARY

- 1.1 The Board is asked to consider the next steps in succession planning with a view to starting recruitment for new Independent Board Member positions in March.
- 1.2 An update on recent Board and Committee meetings and risk management is included for information. The Board is also requested to approve the Audit Plan at Appendix 4 as recommended by ARCC.

#### 2 **RECOMMENDATIONS**

The Board is asked to:

- 2.1 **1. AGREE the next steps in succession planning as set out in 3.1.5 below** and REVIEW the current NCH RP Board skills analysis attached at Appendix 2.
  - 2. AGREE to nominate members to the Board Recruitment Panel
  - 3. NOTE the update from recent Boards and Committees.
  - 4. NOTE the current position on risk management.
  - 5. AGREE the Group Audit Plan

#### 3 REPORT

#### 3.1 SUCCESSION PLANNING

- 3.1.1 The NCH RP and Group Boards have previously considered the issue of Board Tenure and Succession Planning in NCH RP. There are currently only four members on the Board when the usual number is six. In addition, two members' tenure will exceed eight years by the September AGM with another member exceeding six years tenure at the same time. Under the NHF Code of Governance six years is considered the normal time a Board Member should spend on any Board. Only under exceptional circumstances should this period be extended up to a maximum term of nine years.
- 3.1.2 As well as this, only one of the existing four NCH RP Board Members is an Independent and there has been some discussion on potential conflicts of interest on the Board as NCH Group considers how and when to dispose of its assets.
- 3.1.3 The Group Board Chair took some advice on these issues from Martin Lewis, a Governance Consultant based with Devonshires Solicitors. A note of this meeting is attached at Appendix 1. In summary, the meeting concluded that NCH RP must provide assurance to the Regulator that succession was being resolved in a timely manner. In order to do this, the RP Board (under the guidance of the Group board) should:

- 1. Understand what skills and knowledge it needed to govern for the foreseeable future.
- 2. Understand when existing board members shall step down from the board.
- 3. Recruit sufficient numbers of new board members to meet the skills and knowledge requirements and exceed the minimum number of board members.
- 3.1.4 The Chairs of the Group and NCH RP Boards met on 21 January 2025 to discuss the above and agree a way forward on Succession Planning. They considered that it was important to keep NCH RP stable and acknowledge the value of longstanding members; while also being able to satisfy the Regulator that a Succession Plan was being put in place. The main option considered was for the two longest standing Board Members (Mike Bent and Paul Moat) to stand down at the September 2025 AGM and for Vicky Evans to remain on the Board for one more year. Kieran Timmins would also remain on the board until his three year term ends on 30 November 2025, at which point his position would be reviewed. This would maintain stability and allow time for new members to be recruited and inducted onto the Board. The Board may also want to consider appointing four Independents and retaining two NCH Appointees to further demonstrate independence from the Group Board and NCC. This might also help manage any potential conflicts of interest over the next eight months
- 3.1.5 Based on the above the meeting agreed for the following succession plan to be considered by this meeting of the NCH RP Board
  - Mike Bent and Paul Moat to stand down from NCH RP at the September 2025 AGM
  - Vicky Evans to remain on the Board until September 2026
  - Kieran to remain on the Board at least until his three year term is completed on 30 November 2025
  - For three or four new Independents to be recruited to the Board
  - For recruitment to commence following agreement at this Board Meeting
  - For the NCH RP skills set to be updated by the Board to inform the recruitment process (see Appendix 2).

The Board is also requested to nominate members to a Recruitment Panel. We are intending to appoint a recruitment agency to support with the processes and commence in recruitment and search in March with a view to interviewing sometime in March 2025. Board Members could be inducted and trained either to start at the July or September Board meetings. Board is also asked to select a panel for the recruitment process.

### The Board is asked to AGREE

- 1. the next steps in succession planning and REVIEW the current NCH RP Board skills analysis attached at Appendix 2.
- 2. to nominate members to the Board Recruitment Panel

## 3.2 UPDATE FROM BOARDS AND ARCC

- 3.2.1 The **Audit Risk and Compliance Committee** met on 4 February. It agreed to recommend the Audit Plan presented by Bishop Flemming to the three NCH Boards. It also considered current Internal Audit provision which consists of the Data Integrity Audit and an audit of NCH Repairs which is included in the Council wide Audit Plan. ARCC agreed to await the action plan due in response to the recent NCC Housing Services regulatory visit before deciding whether further audit provision was required. It also agreed to support the Chief Operating Officers response to the NCC action plan on the Data Integrity Audit which was considered limited with no timescales or resources allocated to it
- 3.2.2 ARCC also provided its views on risk for the Board Away Day. It includes support for a single Company Risk Register and retaining the existing framework and scoring matrix. There was support for officers to further escalate concerns over Damp and Mould and to serve a second notice on NCC HS for failure to provide and effective damp and mould service
- 3.2.3 The **Group Board** last met in December 2024. It considered an update on the Group Business Plan including potential risks and the need for NCC to make key decisions for the Plan to progress on time. A comprehensive response to the Data Integrity Audit had still not been received from NCC. The Board noted that NCH Ltd generated a profit of £11k compared to a budgeted loss of £49k for the period to December, a positive variance of £60k. The Service Contract had been signed by NCC; two dispute resolution notices have been served, follow up action is being considered as one of the responses is considered inadequate. The Board approved a new 3-year lease of Midland House to NCH RP. The Board approved a new Health and Safety Policy. The marketing of the Arboretum properties has commenced.
- 3.2.4 The **NCH EL Board** noted progress with asset disposals.

Phase 1 – there is one outstanding property.

Phase 2 – there are 7 occupied properties where solutions are expected by the end of February 2025 -

Phase 3 - Tenants at each of the 4 blocks managed by NCHEL have been informed of the intention to sell and Masson and Ryehill are being marketed; there has been good interest and several viewings.

Fairham- negotiations are underway with NCC to complete approvals for NCC to purchase the block.

The Arboretum properties are being marketed for NCH.

### The Board is asked to NOTE the update from Boards and ARCC

- 3.3 <u>RISK</u>
- 3.3.1 The NCH RP Board is involved in the current review of risk management. Part of this will involve considering key risks detailed in the RoSH Sector Risk profile. The findings will be reported to the next meeting.

3.3.2 There are no proposed updates to the NCH RP Risk Register for this meeting. It is attached for Board Member comment at Appendix 3.

### The Board is asked to NOTE the current position on risk management.

#### 3.4 <u>AUDIT PLAN</u>

- 3.4.1 The Bishop Fleming audit plan proposal for the group was presented to the ARCC on Tuesday 4<sup>th</sup> February by their senior partner, Nathan Coughlin. The plan at Appendix 4 covers the NCH Group, NCH, NCHRP and NCHEL and includes details around the letter of engagement, materiality levels that will be worked to and a list of the significant audit risks within the group that will be reviewed along with the audit approach that will be adopted. The key areas remain the valuation of the HRA Repayment and the consideration of the going concern status of the three companies, given the levels of material uncertainty that exist. The audit team will be led by Molly Yorke, who replaces our previous audit lead, Charlie Martin, who has progressed within Bishop Fleming
- 3.4.2 The proposed fee structure covering the audit base fee, potential for scope changes, corporation tax advice and accounts preparation is set out in the report. These are in line with 2024 with an average 3% inflation increase. The initial audit timescale is to have a set of year end draft accounts ready for presentation at ARCC on 23<sup>rd</sup> June, with the formal audit report and Key Issues For Discussion presented to ARCC on 8<sup>th</sup> September, in advance of the AGM's on 11<sup>th</sup> September where the accounts will be approved by the Board. Following the presentation, ARCC have made a recommendation to the Boards of the three companies to approve the audit plan.

### The Board is asked to AGREE the Audit Plan for year ending 2025

### 4 FINANCIAL, LEGAL AND RISK IMPLICATIONS

- 4.1 <u>Financial Implications</u>
- 4.1.1 There will be a potential spend of c£25k on recruiting new NCH RP Board Members.

#### 4.2 Legal Implications

- 4.2.1 All the initiatives within this report are carried out to ensure compliance with good practice and legislation including the Companies Act 2006, NCH's Governance processes and compliance with the Regulator of Social Housing's requirements. Noncompliance should be discussed with the Regulator by way of co-regulation.
- 4.3 <u>Risk Implications</u>
- 4.3.1 The Board needs to ensure that it has members with the right skills to conduct its business and that the Regulator has assurance that a Board Succession Plan is in place and being acted on.

### 5 IMPLICATIONS FOR NOTTINGHAM CITY HOMES OBJECTIVES

5.1 None arising from the report.

### 6 EQUALITY IMPACT ASSESSMENT

6.1 Has the equality impact of these proposals been assessed?
Yes (EIA available upon request)
No (this report does not contain proposals for significant changes to process at this stage).

#### 7 BACKGROUND MATERIAL AND PUBLISHED DOCUMENTS REFERRED TO IN COMPILING THIS REPORT

7.1 NCH Board and Committee minutes.

CONTACT OFFICER: George Pashley Head of Governance and Compliance Loxley House Station Street Nottingham NG2 3NJ Tel: 07962 395269 E-mail: george.pashley@nottinghamcity.gov.uk

### DATE: 24 JANUARY 2025



## 2.1 APPENDIX 1

## **Briefing Note**

This briefing note does not represent formal legal advice, rather a set of practical suggestions to overcome the matters under discussion.

#### Background

A meeting was held between Madeleine Forster (Chair of NCH), Liz Cook (operation lead at NCH), George Pashley (governance lead at NCH), and Martin Lewis (governance consultant), Devonshires Solicitors, on Thursday, 19 December 2024 at 10.00 a.m.

It was noted that Nottingham City Homes consisted of a parent company/board, a commercial subsidiary/board, and a registered provider subsidiary/board. The matters under discussion related to the registered provider board.

Matters discussed were:

- 1. The potential for conflicts of interest arising in meetings because of external interests; and
- 2. Ensuring the RP board retained the necessary skills and composition to demonstrate compliance with the Regulator of Social Housing's Standards.

#### **Conflicts of Interest**

The meeting discussed the potential for conflicts of interest arising when NCH Group appointed board members with the requisite skills, who were also locally based. This could give rise to a clear and persistent risk of conflicts of interest where business interests align. This was especially true with NCH Group and NCH RP strategically reviewing asset disposals, potential stock transfers and responding to NCC commissioning under the Temporary Accommodation Service Contract Although board members wouldn't necessarily benefit personally from such transactions, from a public confidence perspective if the matter was not handled properly then the there could be reputational damage. There is thepotential for other organisations to benefit and possible challenges from other contractors. The meeting concluded that once the risk of a conflict of interest was deemed clear and persistent, it would be normal for the board member to resign.

#### **Board succession**

The Regulator of Social Housing regards board succession as an important aspect of good governance and requires registered providers to adopt a recognised code of governance to inform its approach to appointing and renewing board membership. It was noted that the current membership of the RP subsidiary board was four, which was below the minimum requirement of six, to ensure the balance of independents and direct appointees.. It was also

30 Finsbury Circus,London,EC2M 7DT, Tel 020 7628 7576 Fax 08706089390 DX 33856 Finsbury Square www.devonshires.com



Devonshires Solicitors is the trading name of Devonshires Solicitors LLP, registered in England and Wales at the address above with company number OC397401. A list of members is open for inspection at our offices. This firm does not accept service by electronic mail or facsimile. This Firm is authorised and regulated by the Solicitors Regulation Authority under the name of Devonshires Solicitors LLP and registration number 619881 noted that three of the four board members will have exceed six years' service by the next AGM; which was the standard term limit. It was noted that the RP may consider declaring this when engaging with the Regulator.

The meeting concluded that it must provide assurance to the Regulator that the succession was being resolved in a timely manner. In order to do this, the RP board (under the scrutiny of the Group board) should:

- 1. Understand what skills and knowledge it needed to govern for the foreseeable future.
- 2. Understand when existing board members shall step down from the board.
- 3. Recruit sufficient numbers of new board members to meet the skills and knowledge requirements and exceed the minimum number of board members.

In practical terms this required an immediate external recruitment campaign to commence that would recruit a minimum of three independent board members to replace those who'd reached their six-year term, with further Group Board appointments to be considered. Following the recruitment process a new chair would be appointed. The necessary board approvals would be sought to commence recruitment.

It was noted that to recruit new board members could take some months conclude. As an interim measure the terms of the existing board could be extended past six years, and board members from other Group entities could be appointed to fill vacancies on an interim basis. However, in order to do this the Group board and the RP board should be clear about the reasons for doing so and state those reasons in board meeting minutes and consult the Regulator.

Martin Lewis

Consultant, Devonshires Solicitors

19 December 2024

## 2.1 NCH RP Governance Report - APPENDIX 2

# NCH Registered Provider required skills as set out in the Board Renewal Strategy

The Board is responsible for providing and managing housing (other than Council housing stock) including social housing, and providing assistance to house people across Nottingham. The Board oversees provision of those services as a provider of social housing with the Regulator.

The required skills set for the NCH RP Board is

- Knowledge of current issues in social/affordable housing including care, support and customer voice
- Awareness of the social, economic and political environment within which the RP operates
- Knowledge of community development, resident involvement and engagement
- Strategic asset management skills in connection with the RP's responsibilities as a social landlord
- Knowledge about issues surrounding to climate change in relation in domestic homes
- Risk identification and management awareness
- Audit Financial Strategy, planning and treasury management
- Aware of the role of audit and the work of Audit Committees
- Strategic and business planning
- Property management and regeneration awareness
- Compliance health and safety
- Understanding of the regulatory regime applicable to the Housing sector

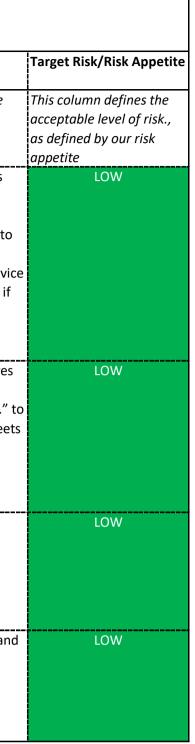
# Governance and behavioural skills expected of all Board and Committee members

- Ability to make key decisions taking on board resident views and opinions
- Ability to interpret complex information
- Actively contribute at Board and Committee meetings
- Comply with the Code of conduct including full participation in the appraisal and development processes
- A strong commitment to Equality, Diversity and Inclusion as it applies to NCH
- Promote and uphold the reputation of the organisation
- Ability to provide support and constructive challenge to the executive
- Commitment to NCHs mission, values, aims and objectives
- Understanding the role of non-executive / director responsibilities

Ref	Sub-Risks	Resp. Officer	Likelihood	Impact	Risk Score	Risk Rating	Existing Controls	Likelihood	Impact	Risk Score	Risk Rating	Further Action Required	Target Risk/Risk Appetite
	This column details the risks within each risk category.	Person responsible for managing controls and further actions (may be more than one person)		On scale of 1-4	Likelihood x Impact	From NCH Group Risk Framework page 11	This column provides details of the measures already in place to control each sub risk. These are the measures that are to be included in an audit programme.	On scale of 1-4	On scale of 1-4	Likelihood x Impact	From NCH Group Risk Framework page 11	This column specifies any further actions required to reduce the sub-risk to an acceptable level. These actions are the responsibility of the risk owner to implement / monitor	This column defines the acceptable level of risk., as defined by our risk appetite
01	Board had a clear Corporate Strategy which outlines the business priorities and strategic direction	. <b></b>	3	4	12	HIGH	<ul> <li>a. RP Chair letter on future direction of travel sent to NCC.</li> <li>Discussions ongoing</li> <li>b. Asset Options Appraisal advanced.</li> <li>c. Standing Orders have been reviewed post the NCC transition.</li> <li>d. First draft of NCH RP Business Plan received favourably by NCC e. RP Business plan that meets NCH RP's requirements approved by Board on 14 May 2024"</li> </ul>	2	3	6	MEDIUM	a. RP Business plan that meets NCH RP/NCC's ongoing requirements to be approved	LOW
02	There is a highly skilled, diverse and well trained Board able to lead the RP	Head of Governance and Compliance	3	4	12	HIGH	<ul> <li>a. Board consititution allows for a diverse appointment of people.</li> <li>b. There are appraisal, induction effectiveness and training programme in place</li> <li>c. Recruitment is undertaken competitively</li> <li>d. Group Board renewal strategy approved</li> <li>e. Board skills audit has been completed f.</li> <li>Regulatory training completed February 2024 g. Kieran Timmins appointed to the RP Board.</li> </ul>	2	3	6	MEDIUM	a. Board Member recruitment to take place	LOW
03	The Board successfully manages relationships with key stakeholders	DCR/Head of Governance & Compliance	3	4	12	HIGH	a Board is regularly updated on Group business. b. Board has an establish direct link with the ROSH c. Maintain strong ongoing relationships with NCC colleagues to ensure their business needs are met.	2	3	6	MEDIUM	a. Conduct RP Board exercise to identify key stakeholders an agree how best to influence them b. More regular reporting on NCC intentions for NCH RP. c. Brief ROSH on Board and Governance Changes	d LOW
04	The Board is aware of how it will be supported post transition to NCC	Head of Governance and Compliance/Executive Assistant	3	4	12	HIGH	a. Chair letter to NCC requesting clarity on future direction of travel b. NCC service agreement presented to Board c. NCC/ NCH Group Service Contract in place and performance reviewed"	3	4	12	HIGH	a. Longer term staffing arrangements still to be finalised. b. Long term business plan to be finalised.	LOW

## NOTTINGHAM CITY HOMES GROUP RISK REGISTER

02	FINANCIAL RISK	Financial risks are clearly ident	ified and manaរ្	ed with strong	Risk Owner:	Andrew Berry Date of last review: November 2024						
Ref	Sub-Risks	Resp. Officer	Likelihood	Impact	Risk Score	Risk Rating	Existing Controls	Likelihood	Impact	Risk Score	Risk Rating	Further Action Required
	This column details the risks within each risk category.	Person responsible for managing controls and further actions (may be more than one person)	On scale of 1-4	On scale of 1-4	Likelihood x Impact	From NCH Group Risk Framework page 11	This column provides details of the measures already in place to control each sub risk. These are the measures that are to be included in an audit programme.	On scale of 1-4	On scale of 1-4	Likelihood x Impact	From NCH Group Risk Framework page 11	This column specifies any further actions required to reduce the sub-risk to an acceptable level. These actions are the responsibility of the risk owner to implement / monitor
01	There is a clear financial plan which demonstrates viability and sustainability, with consideration to risks which may impact financial performance	AD Finance & Procurement	3	3	9	HIGH	<ul> <li>a. Annual budget produced and monitored</li> <li>b. Regular re-forecasting of financial performance</li> <li>c 5 year MTFP presented to RP Board.</li> <li>d. Stress testing complated and presented to RP Board.</li> <li>e. Stresstesting will be completed annually.</li> </ul>	3	2	6	MEDIUM	<ul> <li>a. Relevant assurances sought from NCC as to how services will be delivered to NCHRP tenants from 1 April 2023 onwards.</li> <li>b. Exploring potential for employees who provide services to NCHRP tenants to be retained within the NCH Group.</li> <li>c. Capacity to / feasibility of increasing rents (or reduce service costs) to cover irrecoverable VAT costs anticipated to arise if services to NCHRP tenants are provided by NCC.</li> </ul>
02	There are strong financial controls in place to ensure income and expenditure is appropriately accounted for, statutory reporting requirements are met and risks are minimised	AD Finance & Procurement	4	3	12	HIGH	a. SO's, Financial regulations and procurement procedures in place and operating b, NCH Oracle finance system with separate ledger operating for RP c. Internal audit of key financial controls (Assurance) External audit of annual accounts (Assurance)	2	2	4	LOW	a. Regular updating of Fin.Regs and Procurement procedures b. Ensure Service Contract is in place with NCC and KPI's, performance and recharges are monitored and challenged." to read "b. Ensure Service Contract KPI's and performance meets the required standard and recharges are monitored and challenged."
03	There are mechanisms in place to monitor and assess funding, new business & development opportunities	AD Finance & Procurement/ Head of Development / Executive Assistant	3	3	9	HIGH	a. Modelling completed for new opportunities b. Approval process for significant new projects	3	2	6	MEDIUM	There are no current plans for new development or an increase in owned stock
04	Board has clear financial oversight of the RP's financial performance	AD Finance & Procurement	3	3	9	HIGH	a. Regular financial reporting to RP Board b. 5 year MTFP presented to RP Board. c. Stress testing completed and presented to RP Board. d. Cash-flow reporting provided to Board	2	2	4	LOW	a. Ongoing consultation with Board on financial reporting and future requirements.



03	Legal and regulatory compliance	The RP complies with all re	levant statutory		Risk Owner:	George Pashley/Mark Lawson Date of last review: November 2024						
Ref	Sub-Risks	Resp. Officer	Likelihood	Impact	Risk Score	Risk Rating	Existing Controls	Likelihood	Impact	Risk Score	Risk Rating	Further Action Required
	This column details the risks within each risk category.	Person responsible for managing controls and further actions (may be more than one person)	On scale of 1-4	On scale of 1-4	Likelihood x Impact	From NCH Group Risk Framework page 11	This column provides details of the measures already in place to control each sub risk. These are the measures that are to be included in an audit programme.		On scale of 1-4	Likelihood x Impact	From NCH Group Risk Framework page 11	This column specifies any further actions required to reduce the sub-risk to an acceptable level. These actions are the responsibility of the risk owner to implement / monitor
01	Board is aware of all of its regulatory and legal obligations and can demonstrate compliance with them	Executive Assistant/Head of Governance and Complianc		4	12	HIGH	<ul> <li>a. annual report produced outlining compliance with relevant regulations and legislation.</li> <li>b. All reports carry advice on related legal and regulatory requirements.</li> <li>c. A Group Solicitor and legal advisory framework is avaulable for RP use</li> <li>d. Annual self-assessment against RoSH standards e.</li> <li>Board training on compliance completed g. Data Integrity Audit completed.</li> </ul>		3	6	MEDIUM	<ul> <li>a. Guidance to be updated in light of implementation of White Paper on Social Housing</li> <li>b. Further training to be considered c.</li> <li>Ongoing assessment of new regulations and monitoring actions through HQN Assessment Tool. d. NCC response to Data Integrity Audit - letter sent October 2024</li> </ul>
02	Processes are in place to manage potential reputational risks	Executive Assistant/Head of Governance & Compliance	f 2	3	6	MEDIUM	<ul> <li>a. Risk registers in place where potential reputational risks car be identified and managed.</li> <li>b. A Marketing and Communications Team is in place to support the RP Board where required.</li> <li>C. Separate satisfaction surveys and monitoring for RP introduced</li> <li>d. Data Integrity Audit completed.</li> </ul>	1	3	3	LOW	a. 24/25 NCC service contract signed, implemented and managed. b. Outcomes of Data Integrity Audit to be implemented.
03	Robust data management which enables company to meet obligations under GDPR/ICO and cyber security	Head of Governance and Compliance/ Head of Business Transformation	2	4	8	MEDIUM	<ul> <li>a. Senior managers attached NCC can provide advice and support.</li> <li>b. All NCC employees receive annual training on GDPR</li> <li>c. There is an ICT Acceptable Use Policy in place</li> <li>d. IT infrastructure managed by NCC</li> <li>e. Data Management strategy in place</li> <li>f. NCC presentation to ARCC on protection against cyber security</li> <li>g.NCC service contract, including Data Sharing Agreements have been signed, implemented and are being managed." f</li> </ul>	2	3	6	MEDIUM	a. NCC service contract, including Data Sharing Agreements have been signed, implemented and are being managed. b. Outcomes of Data Integrity Audit of NCH to be implemented.
04	Changes in Government/Government Policy or NCC policy impa on operating environment and business model	act Head of Business Transformation	3	4	12	HIGH	<ul> <li>a. Changes to Government policy and their impact are regulalry reported to the Board</li> <li>b. Regular updates on legislative and policy changes are provided to all NCH NEDs</li> <li>c. There is a Service Contract which can be used to get advice on all current and impending policy changes</li> <li>d. Board papers include a paragraph on the legal implications applying to each report</li> <li>e. Officers hold regular meetings with NCC to review potential changes in requirements</li> </ul>		4	4	LOW	

Target Risk/Risk Appetite
This column defines the acceptable level of risk., as defined by our risk appetite
 LOW
LOW
LOW
LOW

04	PROPERTY	All properties comply with the	decent home s	tandard and are re	gularly repaired a	Risk Owner:	Mark Lawson Date of last review: November 2024						
Ref	Sub-Risks	Resp. Officer	Likelihood	Impact	Risk Score	Risk Rating	Existing Controls	Likelihood	Impact	Risk Score	Risk Rating	Further Action Required	Target Risk/Risk Appetite
	This column details the risks within each risk category.	Person responsible for managing controls and further	On scale of 1-4	On scale of 1-4	Likelihood x Impact	From NCH Group Risk Framework page 11	This column provides details of the measures already in p to control each sub risk. These are the measures that are		On scale of 1-4	Likelihood x Impact	From NCH Group Risk Framework page 11	This column specifies any further actions required to reduce the sub-risk to an acceptable level. These actions are the	This column defines the acceptable level of risk.,
01	Robust management of key Compliance areas (Asbestos, Gas, Fire, Water, Electric) with strong reporting and analysis Existing properties are regularly repaired and maintained to a prescribed standard	Executive Assistant	2	3	6	HIGH	<ul> <li>a. Signed Service Contract with NCC</li> <li>b. There is a compliance control regime in place includin quarterly reports and ARCC oversight</li> <li>c. Electric and Gas testing regime in place provided by N through Service Contract</li> <li>d. There is a competent fire safety professional to under risk assessments</li> <li>e. NCH Building Safety Manager employed and Building Group provides oversight and assurance</li> <li>a. Service Contract in place via NCC</li> <li>b. Monthly contract management meetings with NCC and the service of the service</li></ul>	g CC take Safety 4	3	9 12	HIGH	<ul> <li>a. Effective Service Contract performance reporting .</li> <li>b. NCC ownership and delivery of actions to address significant findings in Fire Risk Assessments.</li> <li>c. Completion of identified outstanding Fire Safety actions d. Effective and timely interventions to deal with damp and mould.</li> <li>e. Outcomes of Data Integrity Audit implemented</li> </ul>	LOW
							routes of escalation, including Issues Log and Dispute Resolution mechanisms c. Regular performance and financial reporting to Board d. There is new complaints policy in place for customers e. Defined asset management plan and stock condition surveys in place via NCC f. Monitoring of tenant satisfaction on customer service quality of repair					<ul> <li>b. Effective management reporting from NCC on services, activities and repairs delivered for NCH RP, with agreed performance indicators.</li> <li>c. Establish effective method of managing 3rd party contractors</li> <li>d. Demonstrate integrity of management information being received from NCC and any other source.</li> <li>e. Stock condition completed and recommendations implemented</li> </ul>	
03	Risks to funding of new build homes are identified and managed	. Executive Assistant	3	4	12	HIGH	a. Professional staff are in place to identify and apply for funding. b. Regular reports on potential opportunities are provid Board		3	6	MEDIUM	a. Unlikely RP will develop more new homes in the short-ter review again in February 2025.	rm - LOW

05	PEOPLE	The wellbeing of residents, co	ntractors and e	mployees is embe	edded in everythin	g we do.					Risk Owner:	Mark Lawson Date of last review: November 2024	
Ref	Sub-Risks	Resp. Officer	Likelihood	Impact	Risk Score	Risk Rating	Existing Controls	Likelihood	Impact	Risk Score	Risk Rating	Further Action Required	
	This column details the risks within each risk category.	Person responsible for managing controls and further actions (may be more than one person)		On scale of 1-4	Likelihood x Impact	From NCH Group Risk Framework page 11	This column provides details of the measures already in place to control each sub risk. These are the measures that are to be included in an audit programme.		On scale of 1-4	Likelihood x Impact	From NCH Group Risk Framework page 11	This column specifies any further actions required to reduce the sub-risk to an acceptable level. These actions are the responsibility of the risk owner to implement / monitor	
	Health and safety for tenants/properties is effectively managed and monitored	Head of H&S	3	4	12	HIGH	<ul> <li>a. Risk assessment processes in place for tenant/property related activities</li> <li>b. H&amp;S reporting is split to clearly identify RP Properties and actions</li> <li>c. Regular health and safety compliance reports submitted to Board and ARCC</li> </ul>	2	4	8	MEDIUM	a. Effectively manage delivery of the NCC NCH service contract b. Companywide HD Policy to be agreed by Group Board.	
	Recruitment and retention of key employees employed through an SLA. Roles and responsibilities are clearly defined and well managed	Head of OD	3	4	12	HIGH	a. Qualified provessional staff are available through NCH Group - Solicitor, Housing, Governance, Finance	2	3	6	MEDIUM	a. Effectively manage delivery of the NCC NCH service contract b.Secondment of NCH Group support or other stafing arrangements to be confirmed by NCC	
	Health,safety and wellbeing for staff and contractors is effectively managed and monitored	/	3	4	12	HIGH	<ul> <li>a. Risk assessment processes in place for staff/contractor related activities</li> <li>b. CDM processes and manager in place and regularly applied</li> <li>c. Accident reporting and monitoring system in place with H&amp;S Committee</li> <li>d. Relevant training in place for managers &amp; staff</li> </ul>	2	4	8	MEDIUM	a. Effectively manage delivery of the NCC NCH service contract b. Health and Safety Policy to be agreed by Group Board	
	Tenants are satisfied in the management of their properties and have a voice	AD (Tenancy)	3	4	12	HIGH	<ul> <li>a. NCH has range of invovlement mechanisms including involvement in the Company's governance structures.</li> <li>b. Regular in-house survey outcomes for NCH Group</li> <li>c. Complaints procedure in place, outcomes for NCH Group also reported to EMT/Board</li> <li>d. Separate complaints reporting now in place for RP tenants and reported to RP Board</li> <li>e. Separate customer satisfaction surveys for RP Tenants undertaken along same lines as NCC tenants</li> </ul>	2	4	8	MEDIUM	a. Satisfactory self-assessment against Tenant Satisfaction Measures.	

#### NOTTINGHAM CITY HOMES GROUP RISK REGISTER





# Audit Plan Nottingham City Homes Limited and its subsidiaries (together, 'the Group')

For the year ended 31 March 2025

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## Welcome

The purpose of this document is to give you an overview of the nature and scope of our audit work and bring to your attention the key aspects of the audit. The document also ensures that there is good communication between us, as auditors, and you.

If you have any queries regarding the plan, including the arrangements noted below, then please do not hesitate to contact us.

This audit plan has been prepared for the sole use of the Directors and management of the Group. It must not be shown to third parties without our prior consent. No responsibilities are accepted by Bishop Fleming towards any party acting or refraining from action as a result of this plan.

N. Couglin

Nathan Coughlin

T: 01752 234333 E: ncoughlin@bishopfleming.co.uk

#### **1.1.** Engagement objectives and scope



Our engagement letter sets out the full terms of reference as your auditor and scope of the audit. As confirmed in our letter of engagement, we have been engaged to carry out our audit in accordance with International Standards on Auditing (UK) ('ISAs') and to express audit opinions on the consolidated financial statements of the Group for the year ended 31 March 2025, in accordance with UK GAAP.

We have been engaged to express an opinion on the consolidated and individual financial statements of Group which comprises the entities below:

- Nottingham City Homes Limited
- Nottingham City Homes Registered Provider Limited
- Nottingham City Homes Enterprises Limited

As in the previous year, following the transfer of services back into the Council, we have been asked to express an audit opinion on the consolidated financial statements of the Group as well as prepare the accounts for all entities. We have included proposed fees for this in Section 4.

Our work is planned to provide a focused and robust audit. We are required to provide an independent opinion as to whether the financial statements:

- give a true and fair view of the state of affairs of the Group at the year end and the results for the year then ended;
- have been properly prepared in accordance with UK GAAP; and
- have been prepared in accordance with the Companies Act.

For NCHRP, we will also ensure that the financial statements follow the Housing SORP (Statement of Recommended Practice for Registered Social Housing Providers) and comply with the Accounting Direction for Private Registered Providers of Social Housing.

Throughout we will also ensure that, in line with the latest Auditing Standards, we communicate on a regular basis with those charged with governance.

#### 1.2. Audit reports

On completion of our audit work, we will issue our auditors' report to the shareholders.



The audit report will be customised to include the information required by ISA 700 and will explain how the audit process dealt with certain areas, including:

- Detecting material misstatements in respect of irregularities, including fraud. This may include detailing relevant procedures undertaken during the course of the audit.
- Understanding any key laws and regulations that may apply, and any instances of material non-compliance.

As before, we will report on the basis under which the financial statements have been prepared and whether they give a true and fair view. The audit report will also:

• report on whether the information given in the Directors' Report, and if relevant Strategic Report, is consistent with the financial statements and has been prepared in accordance with applicable legal requirements; and • report on whether other information presented in the annual report is materially consistent with the financial statements.

We will also conclude on the appropriateness of management's use of the going concern basis of accounting.

The form and content of our Audit Report may need to be amended in light of our audit findings.

Under the Companies Act 2006 we are also required to report to you by exception the following matters, if:

- adequate accounting records have not been kept, or returns adequate for our audit have not been received from branches not visited by us; or
- the Company's financial statements are not in agreement with the accounting records and returns;
- certain disclosures of directors' remuneration specified by law are not made; or
- we have not received all the information and explanations we require for our audit.

Where no matters are identified this will also be confirmed.

#### 1.3. Audit materiality

In planning and performing our audit work we will consider whether the financial statements are free from 'material misstatement'.



Materiality is an expression of the relative significance of a particular matter in the context of the financial statements as a whole. In general, misstatements, including omissions, are considered to be material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

The assessment of whether a misstatement is material in the context of the financial statements is a matter of professional judgement and will have regard to both the size and the nature of the misstatement, or a combination of both. It is also affected by our perception of the financial information needs of users of the financial statements. Thus, different materiality levels may be appropriate when considering different aspects of the financial statements.

If there are any areas of specific concern in which you would like us to pay particular attention to then we will be pleased to discuss this with you, and whether our audit approach can be readily adapted to accommodate such a level in that area, or whether it will be more appropriate for a special exercise to be carried out on the area.

Our basis of materiality has been set as follows:

Company	Basis of materiality
Nottingham City Homes Limited (Entity and Consolidated)	2% of turnover
Nottingham City Homes Registered Provider Limited	2% of turnover
Nottingham City Homes Enterprises Limited	5% of net assets

Whilst the level of materiality is applied to the financial statements as a whole, we must also address the risk that any identified unadjusted audit differences are material when considered in aggregate. To reduce the risk of this being the case, we apply a lower level of materiality which we utilise within our work, known as Performance Materiality. This is set at a lower level than overall materiality and is determined by our assessment of the element of audit risk that pertains to the internal control environment of the Group.

#### 1.4. Risk assessment and significant risks

When planning our audit work, we will seek to minimise the risk of material misstatements occurring in the financial statements. To do this, we consider both the risk inherent in the financial statements themselves and the control environment in which your Group operates. We then use this assessment to develop an effective approach to the audit.



This risk assessment directs our testing towards the balances and transactions at the greatest risk of material misstatement so as to minimise the risk of undetected material misstatements. However, we do not test every group of transactions or balances but carry out sample testing of balances and transactions.

Therefore, there is an inherent and unavoidable risk that some material misstatements may not be detected and therefore audit procedures should not be relied upon to detect all material misstatements, fraud, irregularities or instances of non-compliance.

Based on our knowledge of the Group, we have identified the following as significant risk areas to be addressed during the audit:

Risk	Audit Approach
Management override of controls (required under the ISAs) (Applicable to all companies)	<ul> <li>We are required by auditing standards (ISA 240) to consider fraud and management override of controls to be a significant risk for all audits as no matter how strong a control environment, there is the potential for controls to be overridden or bypassed. To address this risk, we will: <ul> <li>Review the reasonableness of accounting estimates such as useful economic lives of assets;</li> <li>Test journals with a material impact on the results for the year; and</li> <li>Consider a sample of other journals with key risk attributes.</li> </ul> </li> <li>In testing journals, we will use data analytics tools to interrogate the whole population of journals posted in the year and focus on those with key risk factors.</li> </ul>
Fraud in revenue recognition (required under the ISAs) <i>(Applicable to all companies)</i>	<ul> <li>There is also a presumption under auditing standards that the risk of fraud in revenue recognition is considered to be a significant risk area. To address this risk, we will:</li> <li>Document and validate the control environment for income and debtors and carry out design and implementation testing;</li> <li>Perform substantive testing on income recognised to supporting documentation to ensure income is recorded accurately and recognised in the correct period;</li> <li>Agree year end debtors and accrued income due with corresponding balances recorded by the Council;</li> </ul>

Risk	Audit Approach
	<ul> <li>Test the recognition of income transactions around year-end to ensure their correct cut-off;</li> </ul>
	<ul> <li>Perform analytical procedures over rental income, considering the number of properties owed, the rental increases and the timing of any transfer of assets during the year (see investment property point below); and</li> </ul>
	• Consider income journals as part of our work on fraud risks documented above.
Completeness of HRA surplus repayment provision (NCH only)	In 2022, CIPFA were engaged to provide an opinion to the Council on the payments of HRA fees to NCH, and the associated expenditure incurred by NCH from the period 2014/15. CIPFA arrived at the conclusion that over the period a surplus of HRA fees over HRA costs had arisen. These surpluses represented NCH delivering services for less than the management fees agreed this time.
	After consideration of the surplus sums returned to the Council through the partnership agreement, the Council considered that NCH owed a debt for surpluses generated, but as yet not returned to the HRA. NCH recognised a provision for this matter of £26,870k in 2023/24. This balance was recognised as a provision at this stage whilst proposals were created for negotiation with the Council over the final amounts to be settled and how they will be settled, which may be through transfer of assets or provision of services in addition to cash repayments.
	We understand that discussions remain ongoing to finalise this amount and how this may be settled by NCH as some of the surpluses have been reinvested into housing stock. In 2024/25, we understand that an additional interest charge may be attributed to this balance.
	To address this risk, we will:
	• Review ongoing discussions between the Council and the Group;
	<ul> <li>Review management's updated assessment of the HRA surplus repayment provision as at 31 March 2025; and</li> </ul>
	• Seek confirmation that the amount provided is consistent with the balances recognised or disclosed in the Council financial records.
Going concern ( <i>Applicable to all</i> <i>companies</i> )	As auditors, we are required to conclude whether the Group has sufficient funds to continue trading for 12 months after the date of our audit report. Auditing standards require us to positively conclude that the use of the going concern basis used to prepare the financial statements is appropriate.
	In the prior year, the audit opinions were modified to reflect the decision by the Council to terminate the partnership agreement with NCH. There is an overall ambition to work towards an orderly wind up or transfer of the group's remaining activities and assets. However, there are a number of challenges to achieving this, including potential tax exposures from transferring assets.
	In addition, the HRA surplus repayment provision is likely to continue to be at a level that is greater than funds available across the group to settle the payment.

Risk	Audit Approach
	For NCH and NCHRP, the prior year audit report included a 'material uncertainty over going concern' as there were no set plans in place for how their activities could be wound down and assets transferred or how the HRA surplus could be repaid through resources available in these companies.
	The NCHEL financial statements were prepared on a basis other than going concern as there was an agreed plan and commitment to sell the remaining market rented properties and wind up the company. Management are continuing on this path with this process, but it has taken a little longer than planned to sell some of the assets. We included an 'emphasis of matter' paragraph in our audit report to highlight this matter.
	It is likely that similar disclosures will be required in the accounts of all group companies again for 2024/25.
	To address this risk, we will:
	<ul> <li>Discuss with management the latest plans for each company and understand the latest discussions with the Council around repayment of loans and the HRA surplus;</li> </ul>
	<ul> <li>Review management's assessment and forecasts for cashflow over a period at least 12 months following the proposed signing date of the financial statements and challenge assumptions used;</li> </ul>
	Review any letter of support provided by the Council; and
	• Perform a review of post year end activity to date.

We have also identified the following areas of heightened risk, where we will be required to provide greater audit focus.

Risk	Audit Approach	
Investment properties – carrying value (NCH and NCHE)	Both NCH and NCHE have market rent investment properties recognised in their balance sheets.	
	The Group's accounting policy is to hold investment properties at market value. As such, an assessment will be required as at year-end to support the valuation of the investment properties.	
	To address this risk we will:	
	• Review the latest assessment (including any valuation reports received) and assess the assumptions used to ensure reasonable;	
	• Ensure that any revaluation is accounted for correctly; and	
	• Ensure that any investment properties transferred to fixed assets during the year are recognised at the appropriate value and accounted for correctly, including the accompanying release from the revaluation reserve.	

We will report back to you as part of our completion audit work, on the outcome of our work addressing these areas.

#### 1.6. Control environment

Through our audit planning procedures, we will continue to develop our understanding of the control environment in which the Group operates.

Although we consider that the Group operates effective and formalised controls our work will focus on substantive procedures.

#### 1.7. Adjusted and unadjusted items

Of the potential audit adjustments that we identify during our audit work, some may require adjustment. The decision to make an adjustment to the financial statements is one that you will need to make.

At the conclusion of the audit, we shall provide you with a schedule of potential adjustments that we identified during our audit work.

We will require you to confirm that you have considered the items and whether you have decided to adjust them in the financial statements; this will be included in the letter of representation.

We shall also provide you with a schedule, detailing those items that we identified during our audit work, which have not been adjusted for in the financial statements. This summary will not include errors that are 'clearly trivial', defined by us as those errors which individually account for no more than 5% of our materiality level.

We will require you to confirm that you have duly considered these unadjusted errors and that you have decided not to adjust for them in the financial statements; this will also be included in the letter of representation.

#### 1.8. Limitation of work in relation to PAYE/NIC/VAT and Petty Cash

As already described in section 1.1, our audit work is designed to provide us with sufficient audit evidence to conclude whether the financial statements are free from material misstatement. Our audit work does not necessarily examine payroll, VAT or petty cash in detail and our audit procedures are not designed to detect immaterial fraud or error. If you require detailed investigation to be undertaken in any of these areas, please let us know and we can arrange to do this as a separate exercise.

## 2. The Audit Team

Responsible individual: Email: Nathan Coughlin ncoughlin@bishopfleming.co.uk

Manager: Email: Molly Yorke myorke@bishopfleming.co.uk

## 3. Timetable

A full audit timetable has been included below:



## **Nottingham City Homes Limited** YEAR END: 31/03/2025

Date	Requirement	
20/01/2025	Initial planning discussions with management	
03/02/2025	Audit and Risk Committee to consider the audit plan	
March 2025	Planning procedures. Year-end Xtend information request to be sent (including tax).	
02/05/2025	Final trial balance to be provided by management.	
w/c 5 <sup>th</sup> May 2025	Accounts to be prepared by Bishop Fleming.	
16/05/2025	Xtend information request to be provided to Bishop Fleming.	
May/June 2025	Audit fieldwork to be undertaken.	
June 2025	Audit completion and internal review processes.	
ТВС	Audit completion meeting.	
08/09/2025	Accounts to be presented at ARCC.	
11/09/2025	Accounts to be approved at Board.	

## 4. Fee Proposal

We have budgeted our fees for this assignment on the basis of our understanding of your business, and on the basis that:

- we will be preparing the financial statements for all entities;
- all supporting schedules and draft figures will be sent to us no later than the date shown in the timetable;
- we will not experience any unforeseen problems in carrying out the audit; and
- you will be responsible for the necessary regulatory filing of all financial statements and returns.

As the individual responsible for the project management of the audit, Molly Yorke will monitor the position in relation to any issues that could potentially give rise to an increase in our costs and discuss them with you before the audit is finalised.

Our proposed fees (excl. VAT) are as follows:

	2025	2024
	£	£
Base fee for audit of the statutory accounts		
NCH	24,875	24,150
NCHRP	4,865	4,725
NCHE	3,245	3,150
	32,985	32,025
Scope changes		
Impact of transfer	0	5,000 - 10,000
Going concern *	5,150	5,000 - 10,000
	5,150	10,000 - 20,000
Corporation tax		
NCH	1,625	1,575
NCHRP	1,625	1,575
NCHE	2,160	2,100
	5,410	5,250
Accounts preparation		
NCH**	6,200	6,000
NCHRP	4,625	4,500
NCHE	2,575	2,500
	13,400	13,000

\*With going concern a significant risk, we will require a second partner to review the accounts, audit opinions and our going concern work for each respective entity.

\*\*The quote for the accounts preparation for NCH is on the basis of it being consolidated. If no consolidation is required, it would be £3,100.

## 5. Ethical Issues

In order to comply with professional and ethical standards we are required to communicate to you all significant facts and matters that in our professional judgement, may affect the firm's independence. This is for reference only, and unless you wish to make any comments, there is no need to respond.

#### 5.1. Threats & safeguards

The standards require us to consider the perceived potential threats to our objectivity and independence in carrying out the audit, along with the safeguards we intend to implement to minimise any such threats together with our reasons as to why we consider these sufficient.

Please see Appendix 1 where we have outlined what we consider to be the perceived potential threats to our integrity, objectivity and independence in carrying out the audit, along with the safeguards applied to mitigate any such threats together with our reasons as to why we consider these sufficient.

#### 5.2. Overall assessment

We are satisfied that the safeguards implemented per Appendix 1 are sufficient to mitigate any threat to our objectivity and independence and can confirm that we comply with the Financial Reporting Council's (FRC) Ethical Standard and are able to issue an objective opinion on the financial statements.

#### 5.3. Maintaining objectivity & independence

As a firm we have policies and procedures in place to monitor auditor objectivity and independence on a regular basis. If any additional threats are identified, we will of course advise you immediately.

We also perform an annual review of completed audit engagements for quality control purposes which includes a selection where non-audit services are provided.

If you would like to discuss any of the above, please contact us.

## 6. Related Parties

As part of the auditing standards, we are required to undertake enhanced audit work on related parties. Part of this work is to enquire about the identity, nature of relationships and any transactions with related parties.



A related party is defined by FRS102 Section 33.2 (see Appendix 2 for definitions). Broadly speaking this includes directors, major shareholders, key management personnel as well as close family members of these individuals, and any group companies.

To meet our requirements, we attach a pro-forma form for you to complete (see Appendix 3). As a minimum, please would all directors complete the form, as well as any key management personnel.

If in doubt as to whether a related party relationship exists, please disclose them and we can make an assessment during the audit. Where there are controlling relationships, please add some narrative to explain the nature of the relationship. For example, if there are shareholdings please give details of the shareholding and total shares in the company, so that we can agree if a controlling relationship as defined in Appendix 2 exists. Please would you arrange for these forms to be available at the start of the audit.

Any information you provide to us will be treated in the strictest of confidence, will be used solely for the purposes of our Audit and will be held, and protected, under the terms of the Data Protection Legislation.

# Appendices

## 1. Ethical Threats and Safeguards

Principal Threats	Safeguards Implemented	
<ul> <li>Accounts preparation work:</li> <li>Threat of being perceived as too closely involved with your management decisions. Also, a member of the audit team could be reviewing their own work.</li> <li>Identifying year-end adjustments for e.g. prepayments, depreciation, accruals etc.</li> <li>Preparing statutory accounts from core records prior to auditing.</li> </ul>	Any adjustments or year-end journals to be discussed with you and your agreement gained to process in the statutory accounts. This will ensure all accounting judgements are impartial and the service provided is just one of a technical nature.	
<ul> <li>Taxation work:</li> <li>Threat of being perceived as too closely involved with your management decisions and threat of us reviewing our own work if a CT600 is required.</li> <li>Preparation of corporation tax computations and returns.</li> <li>Tax advisory services</li> </ul>	All computations, returns and forms are prepared or reviewed by the corporation tax department, who are not members of the audit team. For any decisions relating to the accounts or treatment of items on the tax return we will explain your options in layman's terms.	

## 2. Related Parties

## **Definitions per FRS 102**

#### **Related Party**

A related party is a person or entity that is related to the entity that is preparing its financial statements (in this definition referred to as the 'reporting entity').

- a) A person or a close member of that person's family is related to a reporting entity if that person:
  - i. Has control or joint control over the reporting entity;
  - ii. Has significant influence over the reporting entity; or
  - iii. Is a member of the key management personnel of the reporting entity or of a parent of the reporting entity.
- b) An entity is related to a reporting entity if any of the following conditions applies:
  - iv. The entity and the reporting entity are members of the same group (which means that each parent, subsidiary and fellow subsidiary is related to the others).
  - v. One entity is an associate or joint venture of the other entity (or an associate or joint venture of a member of a group of which the other entity is a member).
  - vi. Both entities are joint ventures of the same third party.
  - vii. One entity is a joint venture of a third entity and the other entity is an associate of the third entity.
  - viii. The entity is a retirement benefit scheme for the benefit of employees of either the reporting entity or an entity related to the reporting entity. If the reporting entity is itself such a scheme, the sponsoring employers are also related to the reporting entity.
  - ix. The entity is controlled or jointly controlled by a person identified in (a).
  - x. A person identified in (a)(i) has significant influence over the entity or is a member of the key management personnel of the entity (or of a parent of the entity).

#### **Close family**

Close members of the family of a person are those family members, who may be expected to influence, or be influenced by, that person in their dealings with the entity and include:

- a) that person's children and spouse or domestic partner;
- b) children of that person's spouse or domestic partner; and
- c) dependants of that person or that person's spouse or domestic partner.

#### Control

The ability to direct the financial and operating policies of an entity with a view to gaining economic benefits from its activities.

#### Key management personnel

Those persons having authority and responsibility for planning, directing, and controlling the activities of the entity, directly or indirectly, including any director (whether executive or otherwise) of that entity.

#### **Related party transaction**

The transfer of assets or liabilities or the performance of services by, to or for a related party irrespective of whether a price is charged.

## 3. Related Parties Form

This form should be completed as a minimum, by each director, member of key management personnel, and controlling shareholder.

Please duplicate additional copies as required and complete the below. Please return to the audit team when they are on site. Alternatively, we can email this template to you separately, please let us know if you would like us to do this.

Nottingham City Homes Limited Year ended 31/03/2025	
Name:	
Address:	
Job Title:	

Please list out your related party relationships within the table below. Please summarise any transactions between the group and/or company during the period or confirm that there have been none in the period.

Related Parties: Name of entity:	Summary of Transactions during the period or confirm if none:
Other directorships:	
Trusteeships:	
Shareholdings:	
Other interests:	

Please list out your close family, as defined in Appendix 2, and their relationship to you. Please summarise their related party relationships (or confirm that there are none) within the table below. Please summarise any transactions between the related party and/or their interests with the group and/or company during the period; or confirm that there have been none in the period.

Close family: Name:	Nature of relationship:	Interests:	Transactions:

Notes:

- This form will be held securely. It will only be seen by the directors, members of the finance department and external audit staff.
- o If there are no entries to be made in a table, please mark "none to all" on the first row.
- If any of the information in this form is unknown or uncertain, please indicate this, and give an indication of when the information will be made available or will have been verified at the audit date so that the audit team can follow up on this.
- If you have any queries in completing this form, please contact the audit team.

I confirm that the above is a complete and accurate record of my business and related interests for the year ended 31/03/2025.

These details have been provided in order to assist in the compilation of the related party transaction disclosures in the year end statutory accounts. Where there have been no material transactions with any of my business interests, no disclosure is required.

I will make Nottingham City Homes Limited aware of any changes with regard to the above.

Signed

Date



This document is confidential to: Nottingham City Homes Limited



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#### bishopfleming.co.uk

**ITEM 2.2** 

#### **NOTTINGHAM CITY HOMES**

# REPORT OF THE CHIEF OPERATING OFFICER

#### NCHRP BOARD 13<sup>th</sup> FEBRUARY 2025

#### CHIEF OPERATING OFFICER – UPDATE REPORT

#### 1 EXECUTIVE SUMMARY

1.1 To provide the Board with the latest development on discussions with Nottingham City Council on the future of NCH and the proposed three-year plan. To provide an update on NCC's regulatory judgement and issues and implications for NCH, including an update on regulatory contact with the Regulator of Social Housing (RoSH).

#### 2 **RECOMMENDATIONS**

2.1 Board to note and discuss the updates provided.

#### 3 REPORT

3.1 Future of NCH

In September 2024 NCH submitted a report proposing a short term (3 year) solution to preserve the supply of temporary accommodation in response to a request from NCC. In October 2024 a formal letter was sent to NCC setting out key decisions required by NCH. Regular discussions are taking place and there is confidence in the progress.

	Decision required	Comments / risks / issues	Approval Process / Routes
February 2025	Lender consent to dispose of the 140 dispersed and 10 housing-led & replace with external provision to maintain temporary accommodation numbers as properties become void.	Letters submitted September 2024 / November to Section 151. Operational risks are increasing for NCHRP in terms of management of external providers and void costs / rent loss.	Section 151 decision. Verbal approval given 22 <sup>nd</sup> January 2025.
March 2025	Strategic approval of the 3-year proposal	NCC In principle decision to support NCH & NCHRP to	Finance working group established to review the NCH

Quarter 1 - 2025	HRA debt repayment schedule to be reviewed and agreed. (subject to asset disposal)	continue trading for the 3-year period	of 3-year proposal. Inclusive of- a) HRA Revenue & HRA Business Plan implications b) Capital repayments and loans c) Interest charges d) Cashflows
			Savills undertaking an independent review to assess all financial implications.
February 2025	Revenue support to increase the payment for provision of Temporary Accommodation to the market rate under the Housing Services Temporary Accommodation Support Contract	Housing Services have submitted a growth bid into NCC budget setting processes of £327K.to increase payment to NCHRP for temporary accommodation provision.	HRA Revenue and Capital Budget setting report to Exec – January 2025 Full Council February 2025.
In – principal decision March 2025	Asset disposal Housing Services have indicated an intention to purchase NCC HRA purchase • 120 social rented homes at EUV to increase council	In principle agreement / assessment of affordability and priority within the HRA Business Plan Purchases to take place during 2026/2027 / 2027/2028.	Acquisitions to be factored into HRA Business Plan / HRA Capital Programme. Finance working group considering the Corporation tax implications including connected parties and if there are
	housing stock		restrictive land use covenants

In –	Asset disposal	In principal	Acquisitions to be
principal	Housing Services	decision to	factored into HRA
decision	have indicated an	purchase at market	Business Plan /
March	intention to	value HEB	HRA Capital
2025	purchase NCC	completed Summer	Programme / or
	HRA purchase	2024: £3,574,286	the Acquisitions
			Programme.
Purchase	Midland House at	There are no	
2026/27	market value	outstanding loans	In principle offer
financial		on Midland House.	letter from NCC.
vear			

Decision – making timelines – Closure of NCHEL – September 2025.

	<b>Decision required</b>	Comments / risks / issues
February	Purchase of	Proposal is to use RTB 1:1 receipt
2025	Fairham House	within the approved Acquisition
	HEB Valuation –	Programme.
	March 2024 -	Business Case developed and
	£3.64M	provided to Housing Services. NCC to
	Savills valuation	determine process for decision.
	red book –	
	December 2024 -	Critical for NCHEL to ensure full loan
	£3M	repayment & responsibility to get full
	Savills advice to	market value & cover fees.
	market at £3.25M	
	Loan value £3.1M	NCHEL can only close through 'strike
		off / dissolution 3 months after trading
	Timeline for	has ceased and the company holds no
	purchase and sale	assets. Risks of continued trading in
	price to be agreed.	2025/26 under assessment.
	Formal letter sent	Following receipt of formal offer to be
	31 <sup>st</sup> January 2025	considered by NCHEL Board 13 <sup>th</sup>
	for lender consent.	February 2025.
	Approved 4 <sup>th</sup>	Conveyancing process to follow &
	February 2025	handover plan.

#### 3.2 NCC Regulatory Judgement

On Wednesday 15 January 2025, the Regulator of Social Housing, awarded a C3 grading to Nottingham City Council's Housing Services following their inspection of the service in October 2024, which means that "...there are serious failings in Nottingham City Council delivering the outcomes of the consumer standards, and significant improvement is needed."

The primary reasons for the judgement are:

- A lack of accurate, up-to-date data of its stock quality and decency. Almost 40% of its homes had not been surveyed for more than ten years.
- Almost 1,000 live disrepair cases, which is a significant driver of complaints, and issues around data integrity.
- Weaknesses in its approach to capping gas supplies when it could not gain access to complete gas safety checks and monitoring of compliance with smoke and carbon monoxide detection requirements.
- Tenants were not being meaningfully involved in decision making or able to challenge decisions.

The improvement plans highlights are:

- Investing £20 million to improve frontline services.
- Delivering a citywide Stock Condition Survey that is inspecting all 25,000 council-owned homes over the next 18 months.
- Employing more skilled tradespeople and working with contractors to tackle outstanding repairs and reduce waiting times for new repairs requests.
- Employing a dedicated team to address issues with damp and mould and clear the disrepair backlog
- Investing in planned maintenance and improvement projects such as the Victoria Centre windows project and High Rise Living
- Developing a set of service standards so that residents can hold NCC to account.
- Restructuring services to focus on frontline service delivery and changing in response to the feedback from tenants.
- Taking action to improve the quality and relevance of the data held about our residents and the homes they live in.

NCC's response is attached at Appendix 1. NCC have committed to sharing the improvement plan.

#### 3.3 Regulatory Contact

On the 26<sup>th of</sup> November 2024 notification was received from Amie Merry Small Provider Manager (Consumer) Regulator of Social Housing, who is responsible for regulating registered providers specifically in relation to small providers with less than 1,000 units of Social Housing. The test will be to consider if NCHRP adheres to the <u>Regulatory Standards</u>.

An initial meeting was held on the 20<sup>th of</sup> December 2024, subsequently a request for information was received and submitted. The RoSH requested the following documentation.

- The NCH Registered Provider Business Plan approved by the Board on 3 July 2024.
- The NCH Registered Provider Allocations Policy

- The NCH Registered Provider Temporary Accommodation Policy
- Details of the length of stay of residents in temporary accommodation and how we review this (2 documents)
- Details of the 2024 Tenant Satisfaction Measures survey and outcomes.

To date no further contact has been received.

- 3.4 <u>NCC Shareholder Representative</u> NCC have commenced a permanent recruitment process to appoint a Shareholder Representative.
- 3.5 <u>Business Plan Review</u>

In April 2024 NCH Group developed an approved a one-year position statement. As the organisation is now working to a 3-year managed and controlled closure it is appropriate to develop a 3-year plan. Officers have commenced a review which will include a summary of progress to date, the current position, sustainability and financial analysis and risks analysis. A comprehensive resource plan will be required to ensure NCH & NCHRP has the skills and capacity to deliver over the 3-year period. The review will be presented to Board 10<sup>th</sup> July 2025 for approval.

CONTACT	Liz Cook Chief Operating Officer
OFFICER:	

Loxley House Station Street Nottingham NG2 3NJ Tel: 07803012840 E-mail liz.cook@nottinghamcity.gov.uk

DATE: 13<sup>th</sup> February 2025



### **ITEM 2.2 APPENDIX 1**

## Regulator of Social Housing Regulatory Judgement, 15 January 2025 Response from Nottingham City Council Housing Services

Nottingham City Council's 1000-strong Housing Services team was visited by the Regulator of Social Housing (RSH) last October. The visit was part of the Regulator's inspection regime, introduced in April 2024 to monitor performance against the Consumer Standards. These standards apply to virtually all social housing providers, including local authorities.

This was the first inspection for Housing Services since it was brought back under direct council management in April 2023 with a commitment to improve services for tenants and leaseholders. Prior to that, Housing was delivered via an Arm's Length Management Organisation arrangement.

Following the inspection, the Regulator has graded Nottingham City Council's Housing Services at C3 and has concluded that "...there are serious failings in Nottingham City Council delivering the outcomes of the consumer standards, and significant improvement is needed."

Cllr Jay Hayes, Executive Member for Housing and Planning at Nottingham City Council, says, "We have been aware of the need to significantly improve our housing services since we brought the ALMO back in house, so this judgement does not come as a surprise. We proactively engaged with the Regulator in January 2024 and shared our improvement plans then.

"Resident safety and the delivery of our housing services in line with tenant aspirations is a key priority, and we're committed to making sure that the money we're investing in addressing some of the failings in the report is spent where it will have the most impact.

"We take the issues in the Regulator's report extremely seriously, and our improvement plans, which have been underway since we took over direct housing management, include:

- Investing £20 million to improve frontline services.
- Delivering a citywide Stock Condition Survey that is inspecting all 25,000 councilowned homes over the next 18 months.
- Employing more skilled tradespeople and working with major national contractors to tackle outstanding repairs and reduce waiting times for new repairs requests.
- Employing a dedicated team to address issues with damp and mould and clear the disrepair backlog.

- Investing in planned maintenance and improvement projects such as the Victoria Centre windows project and High Rise Living.
- Developing a set of service standards so that residents can hold us to account.
- Restructuring services to focus on frontline service delivery and changing in response to the feedback from our tenants.
- Taking action to improve the quality and relevance of the data we hold about our residents and the homes they live in.

"We have also established a new Housing Assurance Board (HAB), made up of tenants whose role it is to scrutinise services, make recommendations to help us to improve, and make sure we keep our promises, and a new Executive Housing Oversight Board (EHOB), made up of tenants and senior councillors whose role it is to scrutinise services and make sure we continue our journey of continuous improvement.

"The RSH has acknowledged that there are already improvements taking place. It also recognises that work to re-engage tenants and groups is still in its early stages but has good foundations.

"We are pleased that the RSH acknowledges our strengths in areas such as our understanding of the diverse needs of our residents, the way we address complaints fairly, effectively, and promptly, and how we provide relevant and accessible information so that residents understand what to expect from their landlord.

"However, we do not take the RSH's findings lightly. Clearly there is much work to do, and we will not shy away from doing it. We prioritise building safety and compliance, and it's good to note this had a reasonable level of assurance noted.

"Everyone deserves to live in a safe, secure, affordable and decent home, and we are committed to engaging positively with the Regulator and with our residents to deliver what is needed. Improvement of our housing services is part of the council's wider Improvement Plan. with a clear commitment to deliver improved and well-run services for all our residents."

Nottingham City Council 15 January 2025

#### NOTTINGHAM CITY HOMES REGISTERED PROVIDER LIMITED

#### REPORT OF THE ASSISTANT DIRECTOR OF FINANCE

NCHRP BOARD 13th FEBRUARY 2025

#### NCH REGISTERED PROVIDER FINANCE MONITORING REPORT

#### 1 EXECUTIVE SUMMARY

1.1 This report summarises the financial position as at the 31<sup>st</sup> December 2024, quarter 3 of 24/25. The report also provides a forecasted cash position for the end of the financial year.

#### 2 **RECOMMENDATIONS**

It is recommended that the Board:

- 2.1 **NOTE** the content of the report, including the Q3 forecast position, which will be used as the budget latest moving forward
- 2.2 **APPROVE** the 25/26 draft base budget for NCHRP Ltd. A revised budget will be presented to a future board which will include the impact on the NCH dispersed property disposal programme.
- 2.3 **APPROVE** in advance all contractual payments over £150k per annum for 25/26. Estimated costs are provided in section 5.

#### 3 FINANCE MONITORING REPORT: QUARTER 3 24/25 – 31<sup>st</sup> DECEMBER 2024

3.1 NCH RP management accounts is reporting a post-tax surplus of £486k as at 31<sup>st</sup> December 2024. This compares favourably to the budget latest surplus for the period of £182k, a positive variance of £303k.

The improved position is mostly due to increases in external temporary accommodation provision, underspends on NCC repairs, other tenant related costs and associated VAT.

3.2 A year end forecast exercise has taken place at Q3 and this shows a revised forecasted profit after tax of £542k for 24/25, which compares favourably to the budget latest position of £243k (profit), a positive variance of £299k. This improved position is due to underspends in repairs and tenant costs not expected to be incurred by the end of the year as well as a reduction in bad debt provision costs of c.£108k. Increases in external temporary accommodation provision has also contributed to the improved financial position.

**Appendix 1 NCHRP Finance Monitoring Report Quarter 3** - provides a summary analysis of the Q3 outturn position.

3.3 **Appendix 2 NCHRP Balance Sheet Quarter 3** - provides a summary balance sheet for NCH RP to 31<sup>st</sup> December 2024.

NCH RP has a healthy cash balance of £4.424m and assets remain greater than its total liabilities by c. £1.990m.

A key point to note is the increase in the NCC creditor from £183k as at 31<sup>st</sup> March 2024 to £1.902m at Q3 24/25. NCC service contract costs are in the process of being agreed and are expected to be settled in full by the end of February 2025. Costs are expected to be in line with 24/25 budgets.

3.4 Profits reported to Board are post tax, with an estimated corporation tax charge of £177k included in the figures at Q3. Full year forecasted tax charge is estimated to be c.£201k.

#### 4 25/26 DRAFT BASE BUDGET

- 4.1 Appendix 4 provides a summary of the draft 25/26 base budget.
- 4.2 The 25/26 budgeted post tax profit for NCHRP Ltd is £339k.

Key points to note are:

- An increase in supporting people income from £240k to £611k.
- The estimated corporation tax charge of £134k for the year. This could reduce if community benefit society status is secured.
- The temporary accommodation business will change in 2025/26 as NCH leases are terminated and replaced with more external provision. This will require a regular revision of the budget and will be presented to the Board quarterly.
- 4.3 **NCHRP Board are asked to approve the base budget for 25/26**, noting that a revised budget will be presented to the July 2025 Board, to reflect the impact on NCHRP of the wider NCH Ltd asset disposal programme.

#### 5 CONTRACT SPEND APPROVALS – 25/26

- 5.1 NCHRP Board is asked to **APPROVE** the contractual charges relating to 25/26 in advance, estimated costs are provided below. Charges will be subject to the usual controls and scrutiny by NCH Officers prior to making payment:
  - NCC Service Contract: £2.070m
  - NCC Repairs: £575k
  - NCC Loan Interest and Principle: £168k
  - External Lease Costs: £4.6m
  - Intercompany Leases: £1.73m

#### 6 **CASH POSITION 24/25**

- 6.1 NCH RP had a healthy cash balance of £4.424m as at 31<sup>st</sup> December 2024, mostly due to unbilled NCC service contract charges.
- 6.2 The year end projected cash position has improved, increasing from £1.8m reported at Q2, to an estimated £2.1m at the end of the financial year. The increase in the cash position is due to higher forecasted in-year profits.

Actual cash transactions for Q3 have been reviewed and, although there continues to be some delays with payments, this is not expected to impact the end of year cash balance. Payments are expected to be made by the end of the financial year.

**Appendix 3 NCHRP Forecasted Cash Position 31<sup>st</sup> March 2025** - shows the detailed forecasted cashflow for NCH RP for 24/25.

#### 7 RISKS

- 7.1 The NCC service contract costs for 2024/25 are not yet paid, however, the figures are close to being agreed with NCC and are in line with 24/25 budgets.
- 7.2 NCH RP remains exposed to corporation tax the tax charge for 2023/24 was £209k, with tax charges likely to be similar for 24/25 due to higher profit levels. Securing charitable community benefit society status would eliminate the annual tax charge and a verbal update on progress will be given to Board.
- 7.3 NCH RP will be affected by future plans for the NCH Group, an update will be provided in a separate report to Board.

#### 8 LEGAL

8.1 There are no legal implications from this report, bar the exploration of Community Benefit Society status.

#### 9 EQUALITY AND DIVERSITY IMPLICATIONS

9.1 Has the equality impact of these proposals been assessed?
☐ Yes (EIA attached)
☑ No (this report does not contain proposals which require an EIA)

#### 10 BACKGROUND MATERIAL AND PUBLISHED DOCUMENTS REFERRED TO IN COMPILING THIS REPORT

Appendix 1: NCHRP Finance Monitoring Report Quarter 3 Appendix 2: NCHRP Balance Sheet Appendix 3: NCHRP Forecasted Cash Position 31<sup>st</sup> March 2025 Appendix 4: Draft NCHRP 25/26 Base Budget

Contact Officers;

Andrew Berry, Assistant Director of Finance Tracy Martin, Group Finance Accountant

E-mail: <u>andrew.berry@nottinghamcity.gov.uk</u> E-mail: <u>tracy.martin@nottinghamcity.gov.uk</u>

Appendix 1: Quarter 3 (Period 9) NRP Ltd Tradin	g Position ar	nd Summary F	orecast						
	PERIOD 9			2024/25			2023/24		
		Budget			Budget		Draft		
	Actual	Latest	Variance	Forecast	Latest	Variance	Budget		
				Full year	Full year	Full year	Full year		
NRP Ltd	YTD £'000	YTD £'000	YTD £'000	£'000	£'000	£'000	£'000	Comments	
Income Rental Properties	(7,659)	(7,931)	272	(10,338)	(10,575)	237	(8,690)	Higher PSL income	
Income - Intercompany Leases	0	0	0	0	0	0	0		
Income Other	(204)	(199)	(5)	(283)	(265)	(18)	(220)		
								NCC service contract- actuals	
NCC Service Contract - Management	1,473	1,533	(60)	1,971	2,044	(73)	1,783	closer to original budget	
NCC Service Contract - Repairs & Other Property	304	502	(198)	537	669	(132)	444	Various underspends to repairs	
(Profit)/Loss on disposal	0	0	0	0	0	0	0		
Lease costs Intercompany	1,366	1,361	5	1,819	1,814	5	1,622		
External Lease & Other Property Costs	3,466	3,754	(287)	4,647	5,005	(358)	3,507	Higher external lease costs -	
Loan Interest	95	96	(1)	129	129	0	129		
Admin & Other Costs								Underspend on VAT (NCC	
	497	625	(128)	776	834	(58)	648	repairs), misc. underspends	
Corporation Tax Estimate	177	77	99	201	103	98	209	209 Calculated on higher profits	
(Profit)/Loss after tax	(486)	(182)	(303)	(542)	(243)	(299)	(567)		

Appendix 2				
	ce Sheet as at 31 Dece	ember 2024		
	Year to Date	Prior Year		
	Period 9	31st March 2024	Movement	
Fixed Assets	£'000	£'000	£'000	Comments
Tangible Assets - Property	4,606	4,659	(53)	Depreciation to P&L
Investment Properties	0	0	0	
Total Fixed Assets	4,606	4,659	(53)	
Current Assets				
Stocks	0	0	0	
Debtors - External	32	219	(188)	
Debtors - NCC	34	218	(184)	
Debtors - Intercompany	0	0	0	
				See Creditors - unpaid service contract
Cash at bank and in hand	4,424			costs
	4,490	2,356	2,134	
Current Liabilities	(	()		
Creditors - External	(491)			Some External Lease costs payments
Creditors - NCC	(1,902)	, ,	( )	NCC Service Contract accruals 24/25
	(2,393)		(1,552)	
Net Current Liabilities	2,097	1,515	582	
Total Assets Less Current Liabilities	6,703	6,174	529	
Long Term Creditors				
Loans - NCC	(3,944)	(3,893)	(51)	23/24 lower due to yearend technical adj
Capital Grants	(769)	(777)	8	
Provisions - HRA Rebate	0	0	0	
Provisions - Other	0	0	0	
	(4,713)		(43)	
Net Assets/(Liabilities)	1,990	1,504	486	
Capital and reserves:				
Profit & (loss) YTD	486	、 /	487	
Revaluation Reserve	(0)		(0)	
NCHRP Board Profit and loss account b/f	1,504		0	
Total Reserves	1,990	1,504	486	

Appendix 3 NCHRP Forecasted Cas	h Position 3 <sup>,</sup>	1 <sup>st</sup> March 202	5										
NRP										FORECAST	FORECAST	FORECAST	FY25
CASH FLOW ACTUALS	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Total
Cash Inflows - Money In	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	FORECAST	FORECAST	FORECAST	
Property Cohort													
	728,373	760,574	749,624	781,282	763,163	832,090	748,969	1,529,128	750,894	861,474	861,474	970,643	10,337,690
	, 20,070	,,.,,	, 10,02	, 01)202	, 00,200	002,000	, 10,000	1,020,1220	,			57 6,6 10	20,007,000
Rent Income													
Supporting People Income	0	72,000	0	72,000	0	0	72,000	0	0	19,999	1,996	1,996	239,991
	0	0	0	0	150	0	2 5 4 6	7 240	C C 40	F F00	F F 00	F F00	22.095
Income Other	0	0	0	0	150	0	2,546	7,249	6,640	5,500	5,500	5,500	33,085
Adjust for Unpaid Rent (replaces BDP in budg	0	0	0	0	0	0	0	0	0	(17,229)	(94,762)	(96,946)	(208,937)
Prior Year Debtors	0	125,400	0	87,069	2,292	28,414	0	0	0	0	0	13,375	256,550
TOTAL CASH INFLOWS	728,373	957,974	749,624	940,351	765,605	860,504	823,515	1,536,377	757,535	869,744	774,208	894,568	10,658,379
Cash Outflows: Operating Costs - Money Out	1												
NCC Service Contract	0	0	0	0	0	0	0	0	0	(160,883)	(1,608,827)	(160,883)	(1,930,593)
NCC Repairs	0	0	0	(112,216)	(28,599)	(21,149)	(33,387)	(30,189)	(29,989)	(43,746)	(43,746)	(181,933)	(524,955)
Intercompany Lease Costs	0	0	0	(430,659)	(362,596)	(143,553)	(118,390)	(179,501)	(126,028)	(161,886)	(161,886)	(129,804)	(1,814,304)
External Leases	(235,710)	(232,718)	(388,374)	(333,381)	(331,719)	(122,675)	(546,386)	(314,394)	(337,835)	(422,970)	(422,970)	(422,970)	(4,112,100)
									_				
NCC Other Costs	0	(4,895)	(2,490)	0	(29,717)	(1,956)	0	0	0	(14,840)	(14,840)	(109,343)	(178,080)
External Costs	(16,601)	(53,185)	(38,427)	(11,197)	(43,855)	(50,750)	(28,274)	(28,854)	(40,326)	(30,644)	(12,807)	(12,807)	(367,725)
VAT	0	0	0	0	0	0	0	0	0	(52,645)	(526,452)	(52,645)	(631,742)
Prior Year Creditors	(223,751)	(108,568)	(23,163)	(117,295)	(4,620)	0	0	(35,497)	0	0	0	(26,262)	(539,155)
Cash Outflows: Total Operating Costs - Mone	(476,062)	(399,364)	(452,454)	(1,004,748)	(801,105)	(340,083)	(726,436)	(588,434)	(534,178)	(887,614)	(2,791,528)	(1,096,645)	(10,098,653)
Cash Outflows: Finance and Tax - Money Out	,	,							, , , , , , , , , , , , , , , , , , ,				
NCC Loan Interest	0	0	0	0	0	(63,451)	0	0	0	0	0	(65,150)	(128,601)
NCC Loan Principle	0	0	0	0	0		0	0	0	0	0	(19,253)	(38,505)
General Overheads	0	0	0	0	0	0	0	0	(209,408)	0	0	0	(209,408)
Total Cash Outflows: Finance - Money Out	0	0	0	0	0	(82,704)	0	0	(209,408)	0	0	(84,402)	(376,514)
Total Cash Outflows	(476,062)	(399,364)	(452,454)	(1,004,748)	(801,105)	(422,787)	(726,436)	(588,434)	(743,587)	(887,614)	(2,791,528)	(1,181,047)	(10,475,167)
NET CASH FLOW	252,311	558,610	297,170	(64,397)		437,717			13,948			(286,479)	183,211
Opening Cash	1,919,135	2,171,445	2,730,055	3,027,225	2,962,829	2,927,328	3,365,046	3,462,125	4,410,067	4,424,015	4,406,145	2,388,825	1,919,135
Closing Cash	2,171,445	2,730,055	3,027,225	2,962,829	2,927,328	3,365,046	3,462,125	4,410,067	4,424,015	4,406,145	2,388,825	2,102,346	2,102,346

Appendix 4: NRP Ltd Trading Draft 25/26 Base E	Budget			
	2025/26	2024	/25	
	DRAFT BUDGET	Forecast	Budget Latest	
NRP Ltd	YTD £'000	Full year £'000	Full year £'000	Comments
Income Rental Properties	(10,407)	(10,338)	(10,575)	
Income - Intercompany Leases	0	0	0	
Income Other	(651)	(283)	(265)	Increased supporting people income
NCC Service Contract - Management	2,072	1,971	2,044	
NCC Service Contract - Repairs & Other Property	576	537	669	
(Profit)/Loss on disposal	0	0	0	
Lease costs Intercompany	1,726	1,819	1,814	
External Lease & Other Property Costs	5,183	4,647	5,005	
Loan Interest	129	129	129	
Admin & Other Costs	899	776	834	
Corporation Tax Estimate	134	201	103	
(Profit)/Loss after tax	(339)	(542)	(243)	

#### NOTTINGHAM CITY HOMES REGISTERED PROVIDER

#### NCH RP QUARTER 3, 2024/25 PERFORMANCE REPORT

NCH RP BOARD

13 FEBRUARY 2025

#### **REPORT OF THE HEAD OF NCH REGISTERED PROVIDER**

#### 1. EXECUTIVE SUMMARY

1.1 This report updates the Board in relation to the key performance and building compliance measures for all NCH RP owned and managed homes and temporary accommodation.

#### 2. RECOMMENDATIONS

- 2.1 **Note and comment** on the performance position as provided.
- 2.2 **Agree** any areas that the Board requires exploring in relation to underperformance.

#### 3 REPORT

- 3.1 Most services delivered to Nottingham City Homes Registered Provider (NCH RP) homes, tenants and licensees are delivered by Nottingham City Council (NCC) Housing Services under the NCC/ NCH Service Contract. Some services are delivered by external providers compliance, repairs and void turnaround in their properties.
- 3.2 NCH lead officers are working with the NCC Housing Services Business Transformation team to improve the quality of performance data to support management of the NCC/ NCH Service Contract and for Boards. This Balanced Scorecard format provides enhanced operational monitoring and Board oversight.
- 3.3 Key Performance Indicators are in Appendix 1 and are based on data at the end of Quarter 3, 2024/25. The targets for KPIs have been determined by NCC Housing Services. The NCH Group are working with NCC to agree different targets where considered necessary and to meet expectations of residents, officers and the Board.
- 3.4 Nominated NCH officers meet with NCC Housing Services Assistant Directors and Heads of Service monthly to discuss performance and agree actions for improvement as necessary.
- 3.5 Where performance does not meet expectations and/ or the requirements under the NCC/ NCH Service Contract and officers are unable to resolve, these are raised in accordance with the procedure detailed in the service contract.

3.6 Gas Servicing – 99.51% of the NCH Group occupied stock with a gas appliance has a valid Landlord's Gas Safety Certificate (LGSR). This represents two properties without a valid certificate on 31 December 2024. Both now have a valid certificate (one by NCC HS and one external provider – both access issues).

Following best practice to consider resident vulnerability, NCC Housing Services have changed their procedure when dealing with no access issues on gas servicing. Previously, following two notified appointments, the gas supply would be capped on the third. This is now not happening and as a result a small number of properties are exceeding the annual servicing date.

NCH officers have devised a Gas Cap Check process and Vulnerability Assessment that has been discussed with Audit Risk and Compliance Committee. No access cases will be referred to NCH officers who will follow this process to determine vulnerability and whether the gas supply is to be capped or not. One outstanding NCH property without a valid certificate has been put through this process and there was acute vulnerability. The requirement for access was discussed with the NCC HS Tenancy and Social Care teams and a gas engineer met the HPM and Social Worker at the property to check, service and certificate.

- 3.7 Electrical Installation Condition Report (EICR) 99.58% of the NCH Group occupied stock has a valid domestic EICR. Again, this represents two properties without an EICR. One has been given access by the Temporary Accommodation team and completed. The other had its electrical check halted due to the presence of needles and is now being investigated as abandoned.
- 3.8 **Fire Safety** –NCH RP has 12 sites that require an annual Fire Risk Assessment with each of these having a valid assessment in place by NCC HS or by the external property provider. The most recent FRA's was completed to Highwood House in December 2024, with 17 medium and low level actions highlighted for completion by May 2025. NCH continues to work with NCC HS teams to ensure these actions are delivered on time and will inspect completed works.
- 3.9 **Lifts** The lifts at NCH RP managed Midland House and Highwood House are both **100% compliant for LOLER maintenance checks**.
- 3.10 **Water Hygiene** There are 3 NCH RP blocks that require water hygiene checks, and they are **100% compliant**.
- 3.11 **Asbestos** The communal area at Highwood House, leased by NCH RP from NCC, has a compliant communal asbestos check in place. Work is still underway to assess risks posed by Artex ceiling material inside the individual flats.
- 3.12 Smoke Alarms 100% of NCH RP homes have smoke alarms installed. These are checked annually with the gas safety check, on void inspection and in the case of temporary accommodation, by the Temporary Accommodation Officer on their monthly property inspections.

- 3.13 **CO detectors 100% of occupied NCH RP homes with a gas appliance have a CO detector installed**. These are checked annually with the gas safety check, on void inspection and in the case of temporary accommodation, by the Temporary Accommodation Officer on their monthly property inspections.
- 3.14 **Humidity, Damp and Mould** In December 2024, NCH officers served a Stage One Service Contract Notice on NCC HS for failure to provide an effective damp and mould service to NCH Group homes and residents, in breach of the service contract provisions. There has been no significant change or improvements since the notice was served and there is still no single responsible NCC HS officer. The data is not transparent, and most properties do not have a planned date for required works despite being over the NCC HS target set. Dates are being urgently sought and the Temporary Accommodation team will assist with gaining access.

NCC HS have advised that there are 62 NCH Group properties with outstanding assessed works for damp and mould. Most are NCH RP managed homes. Of these, 52 (84%) have live mould hazards recorded. The other 10 have had initial treatment of the hazard. 47 of the 62 are already over target (76%). Of the 7 cases recorded as complete in January 2025 (actual completion in November/ December 2024) the average time taken for completion is 241 days or 8 months.

NCH RP is receiving, on average, 2 Pre-Action Protocol claims a month from residents' solicitors for damp and mould primarily but also for disrepair. This is costing NCH RP in administration costs for inspections, disclosure, legal fees and likely compensation. Most are mitigated by moving the resident where possible.

Due to the inadequate response to the Stage One Notice under the service contract Issues and Dispute Resolution clause, NCH officers are minded to serve a Stage Two Notice to the NCC HS Strategic Director of Housing.

3.15 There have been 6 permanent homes relet in the year to 31 December;

- 3 Housing Led, with re-let times of 64 days, 148 days and 276 days.
- 3 Refuge Move-On (2 were the same property) with re-let times of 30 days and 18 days and 264 days. The latter was due to extensive works required.

Of the temporary accommodation let to 31 December 2024, 39.96% of lets were achieved within the NCC derived target of 45 days. Often it has been general repair work that has delayed relet rather than traditional void turnaround activities of clear, clean and gas/ electrical checks. Externally serviced temporary accommodation, by contrast, was turned around in an average of 5.9 days, incentivised by non-payment whilst empty.

3.16 Following the issue of a Stage One Service Contract Notice for poor performance (particularly on NCH homes) rent collection rates are improving at 96.5% (permanent homes) and 99.41% (temporary homes). This indicator is very susceptible to Housing Benefit and Direct Debit schedule payment dates, particularly the temporary homes.

3.17 Emergency repairs performance is stated at 76.22% against a 100% target and non-priority at 66.31% against an NCC determined target of 65%. The non-priority target is being challenged. Planned maintenance is all but on target. Repairs performance may not be currently reported correctly due to IT issues.

The Housing Services Property team report that there are still IT issues that are preventing accurate repairs performance data and timely charging for work completed. A resolution is being worked on. In addition, NCH officers identified further potential data integrity issues whereby Emergency Repairs reporting appears to be double-counting when an emergency is referred to the out-of-hours standby service. We are waiting on clarification.

- 3.18 Following NCH officer concerns, it was agreed with the NCH Board to explore alternative procurement options for property repairs and maintenance. This is not to replace the NCC Housing Services provision, but to supplement it and get repairs including damp and mould works completed where delays are incurred with NCC provision. The NCH Group has engaged Warburton Property Services under a framework to deliver additional maintenance services and are currently engaged on preparing dispersed properties for sale following NCH RP lease termination.
- 3.19 Stock Condition surveys have been completed by Savills in all bar one of the NCH RP properties and over 90% of all NCH Group stock. The results of the survey will be presented to Board in July 2025.

#### 4 FINANCIAL IMPLICATIONS

- 4.1 Poor rent collection rates and not meeting already lengthy target relet times adversely affect financial viability.
- 4.2 Due to issues getting cost data from IT systems, some NCC repairs and maintenance costs have not been charged to NCH RP in 2024/25. This is being addressed by NCC, but a resolution appears to be taking longer than anticipated.

#### 5 LEGAL IMPLICATIONS

5.1 Properties and services should meet the Home Standard, which states:

Registered providers shall ensure a prudent, planned approach to repairs and maintenance of homes and communal areas. This should demonstrate an appropriate balance of planned and responsive repairs, and value for money. The approach should include responsive and cyclical repairs, planned and capital work, work on empty properties, and adaptations.

Registered providers shall; Provide a cost-effective repairs and maintenance service to homes and communal areas that responds to the needs of, and offers

choices to, tenants, and has the objective of completing repairs and improvements right first time, and meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes

5.2 The retention of repairs and maintenance contractors must be legally compliant with regards to procurement and must deliver value for money for NCH RP.

#### 6 IMPLICATIONS FOR NOTTINGHAM CITY HOMES' OBJECTIVES

6.1 Robust and effective monitoring of performance is critical to ensure the delivery of homes and places where people want to live.

#### 7 EQUALITY AND DIVERSITY IMPLICATIONS

- 7.1 Has the equality impact of these proposals been assessed?
  - Yes (EIA attached)
  - $\boxtimes$  No (this report does not contain proposals which require an EIA)

#### 8 BACKGROUND MATERIAL AND PUBLISHED DOCUMENTS REFERRED TO IN COMPILING THIS REPORT

- 8.1 Appendix 1; NCH RP Performance Summary for Quarter 3, 2024/25
- 8.2 Appendix 2; NCH RP Balanced Scorecard for Quarter 3, 2024/25
- 8.3 Appendix 3; NCC Damp and Mould
- Contact officersName: Mark Lawson, Head of NCH Registered ProviderAddress: Loxley House, Station Street, Nottingham NG2 3NJEmail: <a href="mark.lawson@nottinghamcity.gov.uk">mark.lawson@nottinghamcity.gov.uk</a>

Date4 February 2025

### 2.4 Appendix 1

## NCH REGISTERED PROVIDER BOARD SUMMARY REPORT December 2024/25 (April 2024-December 2024)

Measure	23/24 Result	24/25 Target	24/25 Result	Status	Short Trend	H/mark Quartile
Stage one <b>complaints</b> responded to within complaint handling code timescales	66.67%	99.00%	85.71%	R	0	
Proportion of homes that do not meet the <b>Decent</b> homes standard	7.47%	0.00%	5.59%	R	0	
% of domestic dwellings with a valid <b>gas safety</b> certificate	100.00%	100.00%	99.51%	R	0	
<b>Electrical safety</b> : Ensuring that all properties have a valid EICR	100.00%	100.00%	99.58%	R	0	
% of <b>rent collected</b> in permanent homes	98.84%	100.00%	96.50%	R	0	
Arrears as a % of rent due in permanent homes	6.70%	2.01%	4.90%	R	θ	
% of <b>rent collected</b> in temporary accommodation	98.84%	100.00%	99.41%	R	0	
<b>Arrears</b> as a % of rent due in temporary accommodation		2.01%	2.85%	R	0	
Average relet time (NCC serviced)	19	34	39.96%	R	0	
Emergency repairs completed in target	85.05%	100.00%	76.22%	R	0	
Non-emergency repairs completed in target	55.77%	65.00%	66.31%	G	0	
% of emergency repairs raised	24.39%	N/A	28.99%	0	0	
Average <b>void repair cost</b> per property	£3,333.18	N/A	£3,862.41	0	0	
Average cost of a responsive repair	£95.50	N/A	£78.88	0	0	

## 2.4 Appendix 2

KEC	ISTERED PROVIDER Balance	Scorec	rd -	•			2024/25		
Ref.	Performance indicator	Board	Result Type	Outturn 23/24	Target 24/25	June	September	December	Outturn 24/2
	Repairs		-						
			Numerator	#REF!		118	132	102	352
R1	% of repairs completed within target	RP Board	Denominator	#REF!		142	159	135	436
			Result	N/A	100.0%	83.1%	83.0%	75.6%	80.7%
			Numerator	478	118 142	42	16	87	
R1.1	% of repairs completed within target (Priority 1 - Emergency)	RP Board	Denominator	562		34	56	23	113
			Result	85.1%	100.0%	85.3%	75.0%	69.6%	77.0%
			Numerator	590		34	40	30	104
R1.2	% of repairs completed within target (Priority 2 - Routine)	RP Board	Denominator	1058		51	51	52	154
			Result	55.8%	65.0%	66.7%	78.4%	57.7%	67.5%
			Numerator	457		55	50	56	161
R1.3	% of repairs completed within target (Priority 3 - Planned)	RP Board	Denominator	492		57	52	60	169
			Result	92.9%	99.0%	96.5%	96.2%	93.3%	95.3%
R2	Number of repairs raised	RP Board	Value	2846		170	210	74	454
R2.1	Number of repairs raised - Emergency	RP Board	Value	694		46	60	21	127
R2.2	Number of repairs raised - Routine	RP Board	Value	1307		53	67	28	148
R2.3	Number of repairs raised - Planned	RP Board	Value	845		71	83	25	179
R2.5	% of emergency repairs raised	RP Board	Value	24.4%		27.1%	28.6%	28.4%	28.0%
	% of non-access	RP Board	Numerator	#REF!		18	22	14	54
R3			Denominator	#REF!		250	262	247	759
			Result	N/A		7.2%	8.4%	5.7%	7.1%
			Numerator	23		2	1	1	4
R3.1	% of non-access (Priority 1 - Emergency)	RP Board	Denominator	694		142	159	135	436
			Result	3.3%		1.4%	0.6%	0.7%	0.9%
			Numerator	84		6	11	6	23
R3.2	% of non-access (Priority 2 - Routine)	RP Board	Denominator	1307		51	51	52	154
			Result	6.4%		11.8%	21.6%	11.5%	14.9%
			Numerator	38		10	10	7	27
R3.3	% of non-access (Priority 3 - Planned)	RP Board	Denominator	845		57	52	60	169
			Result	4.5%		17.5%	19.2%	11.7%	16.0%
R4	Number of repairs outstanding	RP Board	Value	#REF!		754	882	57	57
R4.1	Number of repairs outstanding (Priority 1 - Emergency)	RP Board	Value	#REF!		20	16	1	1
R4.2	Number of repairs outstanding (Priority 2 - Routine)	RP Board	Value	#REF!		285	526	28	28
R4.3	Number of repairs outstanding (Priority 3 - Planned)	RP Board	Value	#REF!		449	340	28	28
R5	Number of repairs cancelled	RP Board	Value	#REF!		29	27	28	84
R5.1	Number of repairs cancelled (Priority 1 - Emergency)	RP Board	Value	34		7	16	9	32
R5.2	Number of repairs cancelled (Priority 2 - Routine)	RP Board	Value	197		15	6	13	34
R5.3	Number of repairs cancelled (Priority 3 - Planned)	RP Board	Value	57		7	5	6	18

REC	ISTERED PROVIDER Balance	Scorec	rd 🗖				2024/25		~
Ref.	Performance indicator	Board	Result Type	Outturn 23/24	Target 24/25	June	September	December	Outturn 24/25
			Numerator	#REF!		142	159	135	436
R6	Average cost of repairs completed	RP Board	Denominator	201703.73		£ 12,539.85	£ 9,759.61	£ 11,197.83	£ 33,497.29
			Result	N/A		£ 88.31	£ 61.38	£ 82.95	£ 76.83
			Numerator	562		34	56	23	113
R6.1	Average cost of repairs completed (Priority 1 - Emergency)	RP Board	Denominator	£ 20,032.31		£ 2,354.44	2784.34	1058.65	£ 6,197.43
			Result	£ 35.64		£ 69.25	£ 49.72	£ 46.03	54.84451327
			Numerator	1058		51	51	52	154
R6.2	Average cost of repairs completed (Priority 2 - Routine)	RP Board	Denominator	£ 75,624.23		£ 4,651.22	3422.72	3751.88	£ 11,825.82
			Result	£ 71.48		£ 91.20	£ 67.11	£ 72.15	£ 76.79
			Numerator	492		57	52	60	169
R6.3	Average cost of repairs completed (Priority 3 - Planned)	RP Board	Denominator	£ 106,047.19		£ 5,534.19	£ 3,552.55	£ 6,387.30	£ 15,474.04
			Result	£ 215.54		£ 97.09	£ 68.32	£ 106.46	£ 91.56
R7	Number of Damp and Mould cases reported	RP Board	Value	177					
			Numerator	96					
R8	% of repairs completed within target (Damp and Mould)	RP Board	Denominator	106					
			Result	90.6%		N/A	N/A	N/A	
R8.5	Number of repairs cancelled (Damp and Mould)	RP Board	Result	37		2			
R9	Number of repairs outstanding (Damp and Mould)	RP Board	Value	50		46	40		
	· ····································		Numerator	#REF!		0	0	0	
R10	% of non-access (Damp and Mould)	RP Board	Denominator	0			-	-	
		Dourd	Result	N/A		N/A	N/A	N/A	
R11	Time taken in days to complete repair, or time outstanding	RP Board	Value	87		309.0	175.0	309.0	
	(Damp and Mould) Compliance								
	-		Numerator	#REF!		360	371	385	385
C1	Properties with a valid Gas Safety Certificate	RP Board	Denominator	#REF!		360	371	387	387
			Result	N/A	100.0%	100.0%	100.0%	99.5%	99.5%
			Numerator	#REF!		489	491	499	499
C2	Properties with a valid EICR	RP Board	Denominator	#REF!		489	491	501	501
			Result	N/A	100.0%	100.0%	100.0%	99.6%	99.6%
			Numerator	#REF!		360	371	387	387
C3	Properties with a CO Detector	RP Board	Denominator	#REF!		360	371	387	387
			Result	N/A	100.0%	100.0%	100.0%	100.0%	100.0%
			Numerator	#REF!		11	12	12	12
C4	Blocks with a valid FRA	RP Board	Denominator	#REF!		11	12	12	12
			Result	N/A	100.0%	100.0%	100.0%	100.0%	100.0%
			Numerator	#REF!		0	0	0	0
C5	FRA significant findings actions completed on time	RP Board	Denominator	#REF!		0	0	0	0
			Result	N/A	100.0%	N/A	N/A	N/A	0.0%
			Numerator	#REF!		489	491	501	501
RP01	Proportion of homes that do not meet the Decent homes	RP Board	Denominator	#REF!		403	11	28	28
	standard		Result	N/A	100.0%	0.8%	2.2%	5.6%	5.6%
			result	IWA	100.0%	0.0%	2.270	3.0%	3.6%

REÇ	ISTERED PROVIDER Balance	Scorec	rd 🗸	-			2024/25		
Ref.	Performance indicator	Board	Result Type	Outturn 23/24	Target 24/25	June	September	December	Outturn 24/2
	Voids								
V1	Average relet time, excluding major works	RP Board	Value	19	45	22.4	13	22	27.7
V2	Average relet time, no exclusions	RP Board	Value	19	45	26.5	13	22	28.7
			Numerator	29		25.0	8	36	69
V3	Voids In Target	RP Board	Denominator	304		28.0	8	40	76
			Result	9.5%	0.0%	89.3%	100.0%	90.0%	90.8%
TEM2	Number of lettable voids	RP Board	Result			16	27	18	18
V4	Average cost of void repairs	RP Board	Value	£ 3,333.18		£ 4,292.40	£ 459.67	£ 2,619.83	£3,862.41
	Housing Tenancy Management								
			Numerator	#REF!		17	0	40	57
H1	Annual tenancy visits completed	RP Board	Denominator	#REF!		26	0	51	77
			Result	N/A	100.0%	65.4%	N/A	78.4%	74.0%
H2	ASB cases received	RP Board	Value	#REF!					0
H3	ASB cases completed	RP Board	Value	#REF!					0
H4	ASB cases outstanding	RP Board	Value	#REF!					0
	Housing Income Management	•						L	1
			Numerator	#REF!		£2,331,841.28			327,46
l1a	Rent collected - In Year (Permanent homes)	RP Board	Denominator	#REF!		£2,511,602.09			316,01
			Result	N/A	100.0%	92.8%	N/A	N/A	96.50%
l1b	Rent collected - In Year (Temporary Accommodation)	RP Board	Numerator	#REF!		£2,331,841.28			7,466,12
			Denominator	#REF!		£2,511,602.09			7,421,94
			Result	N/A	100.0%	92.8%	N/A	N/A	99.419
12	Current arrears (Permanent homes)	RP Board	Numerator	#REF!					
			Denominator	#REF!					
			Result	N/A		N/A	N/A	N/A	£21,24
			Numerator	#REF!					26,81
13	Former tenant arrears collected	RP Board	Denominator	#REF!					1.32
			Result	N/A		N/A	N/A	N/A	4.92%
	Recharges collected	RP Board	Numerator	#REF!					£
14			Denominator	#REF!					£ -
			Result	N/A		N/A	N/A	N/A	N/A
15	Rent arrears cases being managed	RP Board	Value	#REF!					
16	Notices served for rent arrears	RP Board	Value	#REF!					
17	Possession Orders obtained for rent arrears	RP Board	Value	#REF!					
18	Value of welfare benefits assists obtained by Tenancy Sustainment team	RP Board	Value	#REF!					
	Complaints	1				1		1	
M1	Stage one complaints responded to within complaint handling code timescales	RP Board	Numerator	2		1	2	1	4
			Denominator	3		2	2	1	5
			Result	66.7%	99.0%	50.0%	100.0%	100.0%	80.0%

## 2.4 Appendix 3; Damp and Mould works

Numbers relate to all NCH Group, but the majority are NCH RP managed dispersed properties leased from NCH Limited.

	Damp and Mould - phase 1 hazard	Owner	Jan-25
D1	Total No of Live Damp and Mould with hazards	ALL	52
D2	No of Live Damp and Mould hazards with Planned	ТН	5
D3	No of Live Damp and Mould hazard with United Living		38
D4	No of Live Damp and Mould hazards with Lovells		9
	Damp and Mould - Total works outstanding		Jan-25
D5	Total No of Live Damp and Mould	ALL	62
D6	No of Live Damp and Mould with Planned	ТН	5
D7	No of Live Damp and Mould with United Living		48
D8	No of Live Damp and Mould with Lovells		9
D9	No of Live Damp and Mould with Planned over target		5
D10	No of Live Damp and Mould with United Living over target	DR	33
D11	No of Live Damp and Mould with Lovells over target	SC	9
D12	Number of No Access issues Damp and Mould with Planned	тн	
D13	Number of No Access issues Damp and Mould with United Living	DR	
D14	Number of No Access issues Damp and Mould with Lovells	SC	
	Damp and Mould - Surveying		
D15	No of new cases raised for inspection monthly	WS	24
D16	Average days waiting for an inspection	WS	5
D17	Live inspection for this month WS		9
D18	No.of closed inspection job per month	WS	15
	Damp and Mould - Completed Works		
D19	No. of closed Damp and Mould works this month Planned	тн	0
D20	No. of closed Damp and Mould works this month United Living	DR	0
D21	No. of closed Damp and Mould works this month Lovells	SC	7
D22	Cumulative no. of Damp and Mould works completed this month	ALL	7
D23	Average time taken to complete Damp and Mould works this year Days Planned	ТН	
D24	Average time taken to complete Damp and Mould works this year Days United living	DR	
D25	Average time taken to complete Damp and Mould works this year Days Lovells	SC	

### NOTTINGHAM CITY HOMES REGISTERED PROVIDER LIMITED

# REPORT OF THE HEAD OF NCH REGISTERED PROVIDER

BOARD 13 FEBRUARY 2025

#### **RENT AND SERVICE CHARGE SETTING, 2025/26**

#### 1 EXECUTIVE SUMMARY

1.1 This report seeks approval from the Board to increase the rent and service charges levied in Nottingham City Homes Registered Provider (NCH RP) homes for Social and Affordable Rent and temporary accommodation with effect from 1 April 2025.

#### 2 RECOMMENDATIONS

- 2.1 It is recommended that the Board;
- 2.2 **Approve** a 2.7% increase to the rent of general needs Social and Affordable Rent homes, effective 1 April 2025.
- 2.3 **Approve** a 2.7% increase to the Affordable Rent and service charge of Move-on homes, effective 1 April 2024.
- 2.4 **Approve** variable changes of between a 2% reduction and a 5% increase for Temporary Accommodation and Housing Led to cover the costs of provision, effective 1 April 2025.

#### 3 REPORT

- 3.1 NCH RP has a mixed portfolio of owned homes for Social and Affordable rent, Move On homes and Housing Led, together with temporary accommodation sourced from various sources.
- 3.2 The Regulator of Social Housing's Rent Standard specifies a maximum Consumer Prices Index (CPI) plus 1% increase to Social and Affordable rent homes, Move On homes and Housing Led homes. For 2025/26, this is 2.7%, based on September 2024 CPI of 1.7%.
- 3.3 The Rent Standard does not apply to temporary accommodation provided by NCH RP, but regard has been given to the 2.7% where possible to maintain a level of parity and to manage Housing Benefit expectations.
- 3.4 Most maintenance and management services for NCH RP homes are provided by Nottingham City Council (NCC) under a Service Contract. NCC have advised that they intend to increase all costs of their provision by 5% from April 2025, due primarily to the anticipated staff pay award and increase in employers National Insurance.

- 3.5 All external leases are up for renewal from 1 April 2025 and the cost of acquiring property by purchase or lease has increased. Providers of accommodation are seeing their costs rise and are seeking to pass those costs on to lease and license agreements with NCH RP.
- 3.6 NCH RP has negotiated an increase in the rate of payment that NCC provides under the Temporary Accommodation Framework contract, to be approved by NCC on 13 February 2025. This increase will fund one hour per week of personal and move on support to families in temporary accommodation has helped to mitigate charge increases for 2025/25 or in some cases driven a small reduction. The major exception is at Highwood House where the increase in 24/7 security cost has required an overall increase of 4.96%.
- 3.7 In line with Nottingham City Council homes and other RP providers in Nottingham, it is recommended that NCH RP increases Assured tenancy regulated rents by the maximum allowable 2.7%.

This will have the following effect on average rents;

- 2 bedroom Social rent homes (10 of); £554.14 per month, increasing to £569.10 per month (£127.88 to £131.33 per week) average.
- 2 bedroom Affordable rent homes (19 of); £674.99 per month, increasing to £699.22 (£157.12 to £161.36 per week) average.
- 3 bedroom Affordable rent homes (2 of); £828.00 per month, increasing to £850.36 (£191.08 to £196.24 per week) average.
- 3 bedroom Move-On homes (8 of); £1,257.44 per month, increasing to £1,291.38 (£290.18 to £298.01 per week) including £602.22 intensive housing management service charge per month.
- 1 bedroom Housing Led flats (6 of); £1,318.38 per month, increasing to £1,353.98 (£304.24 to £312.46 per week) including £659.18 intensive housing management service charge per month.
- 3.8 Charges in temporary accommodation vary, dependent on the lease/ licence rental charge and whether NCH RP has responsibility for furnishings, repairs and void turnaround costs. All temporary accommodation has an intensive housing management service charge that pays for care, support and supervision of licensees and additional costs incurred where appropriate. Increases are levied to cover costs with a modest contingency. Due to an uplift in personal support, charges change between a 2% reduction and a 5% increase, with all but Highwood House coming in below 2.7% uplift.
- 3.9 Up to 70% of assured tenants receive help with paying their rent through Housing Benefit or Universal Credit housing costs and these benefits will absorb a rent increase in full. Almost 100% of licensees in Move-On homes and temporary accommodation receive Housing Benefit to help them pay their accommodation charges.
- 3.10 Rents and charges have been set to cover costs, including VAT where payable and to deliver a modest 3% projected surplus to cover for variances in billing.

#### 4 FINANCIAL, LEGAL AND RISK IMPLICATIONS

#### 4.1 <u>Financial Implications</u>

- 4.1.1 The increases detailed in (2.2) to (2.4) are recommended due to inflationary pressures and increases in NCC Service Contract costs that also attract VAT. These rates of increase have been included in the 2025/26 budget being presented for approval. Lower increases could result in a budget deficit.
- 4.1.2 NCH RP has VAT payable on costs incurred, bar most lease and licence costs, with only the NCC Temporary Accommodation Services contract payment providing VAT income to offset.

#### 4.2 <u>Legal Implications</u>

4.2.1 NCH RP owned homes let on Assured Tenancies must comply with the Regulator of Social Housing's Rent Standard that caps the increase at 2.7%.

#### 4.3 Risk Implications

4.3.1 Any rent rise may increase arrears as tenants or licensees struggle to pay. The Temporary Accommodation and Rents teams provide benefit and debt advice and assistance. Increases are mitigated by almost all licensees in supported accommodation receiving Housing Benefit, so the uplift will be covered by benefits.

#### 5 IMPLICATIONS FOR NOTTINGHAM CITY HOMES REGISTER PROVIDER OBJECTIVES

5.1 The delivery of excellent quality, affordable homes to rent is a key objective of NCH RP.

#### 6 EQUALITY AND DIVERSITY IMPLICATIONS

6.1 Has the equality impact of these proposals been assessed?
☐ Yes (EIA attached)
☑ No (this report does not contain proposals which require an EIA)

#### 7 BACKGROUND MATERIAL AND PUBLISHED DOCUMENTS REFERRED TO IN COMPILING THIS REPORT

- 7.1 None
- 8 Appendices
- 8.1 None

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#### Date: 4 February 2025

### NOTTINGHAM CITY HOMES REGISTERED PROVIDER LIMITED

# REPORT OF THE HEAD OF NCH REGISTERED PROVIDER

BOARD 13 FEBRUARY 2025

#### POLICIES FOR APPROVAL

#### 1 EXECUTIVE SUMMARY

1.1 This report seeks approval from the Board for the Allocations Policy and Temporary Accommodation policies for Nottingham City Homes Registered Provider (NCH RP) and details the next tranche of policy re-writes that will be presented to future Board meetings.

#### 2 RECOMMENDATIONS

- 2.1 It is recommended that the Board;
- 2.2 **Approve** the NCH RP Allocations Policy 2025.
- 2.3 **Approve** the NCH RP Tenancy Policy 2025.
- 2.4 **Approve** the NCH RP Temporary Accommodation Policy 2025.

#### 3 REPORT

- 3.1 NCH RP has previously relied on the legacy NCH policies to define its provision of services, but a review and rewrite is needed. The three policies provided in this report for approval are the first of the full review to be undertaken in 2025.
- 3.2 Opportunities for tenants to influence policies and procedures are fairly limited given the small tenant base, but a Tenant Engagement strategy will be written during the first quarter of 2025/26. Given the relatively young tenant-base, it will explore primarily digital methods for tenants to feedback and influence what NCH RP does. All policies for approval have been given a 12 month review obligation so the views of applicants, tenants and residents in temporary accommodation can be incorporated into the 2026 policies.
- 3.3 The NCH RP Allocations Policy defines how NCH RP homes and temporary accommodation are let;
  - All permanent homes are let through the Nottingham City Council's common housing register, with applications made through the Council's Homelink service.
  - All Refuge Move-on homes are let via nomination from the associated women's aid refuge.
  - All permanent Housing Led homes are let via nomination from the Council's Housing Solutions and Rough Sleeper teams
  - All temporary accommodation is let via nomination from the Council's Housing Solutions team where they have accepted a homelessness duty

- 3.4 The NCH RP Tenancy Policy defines how NCH RP manages its tenancies and details the rights of tenants and the obligations of NCH RP.
- 3.5 The NCH RP Temporary Accommodation Policy defines how NCH RP manages its temporary accommodation provision, how it supports residents presenting in housing crisis and how it assists them to secure a permanent home again.

#### 4 FINANCIAL, LEGAL AND RISK IMPLICATIONS

- 4.1 <u>Financial Implications</u>
- 4.1.1 None.
- 4.2 Legal Implications
- 4.2.1 The Regulator of Social Housing, tenants and applicants for housing all expect NCH RP to have a range of compliant policies that describe the services provided.
- 4.3 <u>Risk Implications</u>
- 4.3.1 NCH RP needs clear policies that define the services it provides and the means for tenants and applicants to access them.

#### 5 IMPLICATIONS FOR NOTTINGHAM CITY HOMES REGISTER PROVIDER OBJECTIVES

5.1 The delivery of excellent quality, affordable homes is a key objective of NCH RP.

#### 6 EQUALITY AND DIVERSITY IMPLICATIONS

6.1 Has the equality impact of these proposals been assessed?
☐ Yes (EIA attached)
☑ No (this report does not contain proposals which require an EIA)

#### 7 BACKGROUND MATERIAL AND PUBLISHED DOCUMENTS REFERRED TO IN COMPILING THIS REPORT

7.1 None

#### 8 Appendices

- 8.1 Appendix 1; NCH RP Allocations Policy 2025
- 8.2 Appendix 2; NCH RP Tenancy Policy 2025
- 8.3 Appendix 3; NCH RP Temporary Accommodation Policy 2025

#### Contact officers: Name: Mark Lawson, Head of NCH Registered Provider Address: Loxley House, Station Street, Nottingham, NG2 3NJ Tel: 07904 308702 E-mail: mark.lawson@nottinghamcityhomes.org.uk

#### Date: 4 February 2025



# ALLOCATIONS POLICY



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#### Version

1.0	First edition in this format	10 January 2025
1.0	Approval by NCH RP Board	13 February 2025
	Review in 12 months	

#### Author

#### Mark Lawson, Head of NCH Registered Provider

Nottingham City Homes Registered Provider Limited Loxley House, Station Street, Nottingham NG2 3NJ Registered in England and Wales, Company registration no. 09810057 Registered Not for Profit Provider of Social Housing, Registration Number 4862

# Nottingham City Homes Registered Provider

Nottingham City Homes Registered Provider Limited (Registration number 4862) is a provider of affordable social housing and temporary accommodation in the City of Nottingham. NCH RP is a member of the Nottingham City Homes Group with Nottingham City Homes Limited and Nottingham City Homes Enterprise Limited.

NCH RP is focused on delivering a quality housing service to its existing tenants and supported housing for citizens with care, support and supervision needs in housing crisis and from Women's Aid refuges.

Whilst NCH RP was originally constituted to build new social housing in Nottingham, that has not been possible in recent years. Responding to this changed environment, NCH RP has directed resources to the expanding need to assist homeless families and citizens presenting to the Council in housing crisis. NCH RP has significantly extended its provision of supported temporary accommodation provision and services, supporting residents at the point of crisis, sheltering and helping them to find a permanent home and break the cycle of homelessness.

## **1.0 Policy Purpose**

1.1 This policy details how Nottingham City Homes Registered Provider (NCH RP) allocated its permanent homes and supported temporary accommodation to local citizens and families in Nottingham.

# 2.0 Allocation of permanent General Needs homes

- 2.1 NCH RP owns and manages a small number of general needs permanent homes for social and affordable rent.
- 2.2 NCH RP allocates all of its general needs homes through 100% nomination to the common Housing Register of Nottingham City Council. This ensures that homes are fairly offered to households most in need.
- 2.2 To be considered for an NCH RP permanent home, eligible households must apply to go onto the Council's Housing Register. This can be found at; <u>https://www.nottinghamhomelink.org.uk/looking-for-a-home/</u>

# **3.0 Allocation of permanent Housing First** homes

- 3.1 NCH RP manages a small number of supported Housing First homes for affordable rent that are let to single people with complex support needs who have experienced homelessness.
- 3.2 NCH RP allocates all of its supported Housing First homes through 100% nomination from Nottingham City Council's Housing Solutions and Rough Sleeper teams.
- 3.2 These homes are not allocated through the Council's Housing Register in view of the specialist nature of the support provided.

# 4.0 Allocation of temporary Refuge Move-On homes

- 4.1 NCH RP owns and manages a small number of supported Move-On homes for affordable rent that are let to women and their families that have been in one of the women's aid refuges in the City of Nottingham. They are intended to be interim accommodation after refuge placement and before a permanent home.
- 4.2 NCH RP allocates all of its supported Move-On homes through 100% nomination from the partner women's aid refuge.
- 4.3 These homes are not allocated through the Council's Housing Register in view of the specialist nature of the support provided and the temporary nature of the accommodation.

## 5.0 Allocation of Temporary Accommodation for homeless families

- 5.1 NCH RP manages a portfolio of supported, furnished temporary accommodation let to families that have presented to Nottingham City Council in housing crisis and the Council have accepted a homelessness duty.
- 3.2 NCH RP allocates all of its supported temporary accommodation through 100% nomination from Nottingham City Council's Housing Solutions team.
- 3.2 These homes are not allocated through the Council's Housing Register in view of the specialist nature of the accommodation and support provided.



# TENANCY POLICY



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#### Version

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Review in 12 months		

#### Author

### Mark Lawson, Head of NCH Registered Provider

Nottingham City Homes Registered Provider Limited Loxley House, Station Street, Nottingham NG2 3NJ Registered in England and Wales, Company registration no. 09810057 Registered Not for Profit Provider of Social Housing, Registration Number 4862

# Nottingham City Homes Registered Provider

Nottingham City Homes Registered Provider Limited (Registration number 4862) is a provider of affordable social housing and temporary accommodation in the City of Nottingham. NCH RP is a member of the Nottingham City Homes Group with Nottingham City Homes Limited and Nottingham City Homes Enterprise Limited. NCH RP is focused on delivering a quality housing service to its existing tenants and supported housing for citizens with care, support and supervision needs in housing crisis and from Women's Aid refuges.

Whilst NCH RP was originally constituted to build new social housing in Nottingham, that has not been possible in recent years. Responding to this changed environment, NCH RP has directed resources to the expanding need to assist homeless families and citizens presenting to the Council in housing crisis. NCH RP has significantly extended its provision of supported temporary accommodation provision and services, supporting residents at the point of crisis, sheltering and helping them to find a permanent home and break the cycle of homelessness.

## **1.0 Policy Purpose**

- 1.1 This policy applies to the housing stock owned by Nottingham City Homes Registered Provider (NCH RP).
- 1.2 In formulating this policy, NCH RP has had due regard to Nottingham City Council's (NCC) Tenancy Strategy published in compliance with s150 Localism Act 2011.
- 1.3 The policy sets out:
  - The type of tenancies NCH RP will grant
  - The circumstances in which they will be granted
  - The NCH RP policy on fixed term (flexible) tenancies
  - The NCH RP policy on successions our full policy on successions is set out in our Successions Policy



- The NCH RP policy on other changes to the Tenancy Agreement including:
  - Assignments
  - Sole to joint and joint to sole changes
- How NCH RP will support our tenants to sustain their tenancies and prevent unnecessary evictions
- The NCH RP policy on tenancy fraud
- How NCH RP will undertake visits to ensure that tenancies are appropriately managed and vulnerable tenants are supported.
- 1.4 This policy is written in compliance with the Localism Act 2011 and fulfils the requirement for Registered Providers of housing to publish clear and accessible policies which outline their approach to tenancy management. This Policy also has regard to Nottingham City Council's Tenancy Strategy and the Council's strategies on housing and homelessness.
- 1.5 This policy aims to;
  - Provide the framework to support and sustain tenancies
  - Provide clear information to tenants on how NCH RP will grant and manage tenancies
  - Provide summary information to tenants on their statutory rights of succession, assignment and other tenancy changes
  - Provide clear information on how a tenant can appeal or complain if they are unhappy with a decision taken by NCH RP.

### **2.0 Tenancy Policy Statement**

- 2.1 NCH RP tenancy management is based upon the following key principles:
  - Delivery of NCH Group vision 'To create homes and places where people want to live.'
  - Compliance with requirements set out in the Regulator of Social Housing's Tenancy Standard
  - Compliance with statutory and contractual duties to tenants set out in relevant legislation
  - Adoption of best practice
- 2.2 NCHRP will provide a flexible and responsive service to tenants both individually and on estates to provide tenants with decent, safe and secure living conditions and a good quality environment in which to live. This will be balanced with ensuring that NCH RP interests are also protected.

- 2.3 NCHRP will provide tenants with a written tenancy agreement that sets out their rights and responsibilities and the obligations of NCH RP. This will be fully explained at the sign-up interview.
- 2.4 NCH RP will grant assured shorthold tenancies to new tenants. NCH RP may, at its discretion, grant assured (non-shorthold) tenancies to new tenants where they already have security of tenure. This may be because they already have an assured tenancy and are transferring from within the NCH Group, via a housing transfer or mutual exchange from another Local Authority or Registered Provider.
- 2.5 NCHRP will not routinely use fixed term tenancies save for in the circumstances set out at 4.4 below. NCH RP believes that starter and assured tenancies provide security for its tenants as well as helping to maintain the quality of NCH RP homes and estates. NCH RP will keep this position under review and may choose to introduce more fixed term tenancies in the future, following consultation with tenants and stakeholders.
- 2.6 NCH RP will review this tenancy policy on a regular basis to ensure it meets the needs of tenants, the business and regulatory requirements.

### **3.0 Allocations and Lettings**

3.1 NCH will adhere to its Housing Allocations policy. Specifically, NCH will advertise available properties in accordance with the Choice Based Lettings Scheme and accommodation will be provided in accordance with this scheme.

### 4.0 Tenures

#### 4.1 Starter Tenancies; Assured Shorthold

4.1.1 A 12 month tenancy given to new tenants, except for Move-On tenants – see (4.1.3). The tenancy is managed and reviewed regularly, including at nine months duration. At this point, a decision is taken on whether the tenancy needs to be extended or ended because of tenancy breaches. If no such decision is warranted or taken, the tenancy will automatically become assured at the end of the 12 month period. For extended starter tenancies, there will be a further review of the conduct of the tenancy to determine whether there have been any further breaches, before expiry of the starter tenancy period.

- 4.1.2 Whilst the tenancy is a Starter Assured Shorthold tenancy, tenants do not have the following rights:
  - the right to acquire
  - the right to sublet part of your home or take in lodgers
  - the right to make improvements, but Equality Act exemptions apply, eg ramps and handrails can be fitted
  - the right to transfer to another property, mutually exchange or assign your tenancy.
- 4.1.3 NCH RP has eight Refuge Move-on homes, linked to three women's aid refuges in the City. These homes that are intended to be temporary, as an interim stage between leaving the refuge and a permanent home. These homes will be let on a recurring 6-month Assured Shorthold tenancy, with NCH RP and the refuge reviewing whether a new 6-month Assured Shorthold tenancy should be issued or steps taken to recover possession. These tenancies will not automatically become Assured tenancies after the starter/ shorthold period. A maximum of two 6-month tenancies will normally be allowed whilst the tenant is supported to secure a permanent home, but further periods will be allowed by agreement of NCH RP and the refuge.

#### 4.2 Assured tenancies

- 4.2.1 Starter tenants whose tenancies have not been ended will become assured tenants automatically after a period of 12 months or if the starter tenancy is extended 18 months.
- 4.2.2 Assured tenancies will generally be granted to those tenants who are already secure or assured tenants elsewhere, unless they agree to enter in to a different type of tenancy (for example a Starter Tenancy), or if they are to be granted a Fixed Term Tenancy.

#### 4.3 Family Intervention Tenancies

4.3.1 Family Intervention Tenancies were introduced by the Housing and Regeneration Act 2008. This type of tenancy can be considered where a tenant is likely to be evicted from their current home on the grounds of anti-social behaviour and to support the provision of behaviour support services made available through Family Intervention Projects.



- 4.3.2 NCH RP will consider offering these tenancies to facilitate the provision of support services through Family Intervention Projects in circumstances where a family has reached crisis point and are likely to be facing the loss of their home without major changes to their behaviour. Family Intervention Tenancies are not assured tenancies and are entered into voluntarily by a tenant subject to the service of a notice on the tenant, which also contains detailed information about the tenancy.
- 4.3.3 Family Intervention Tenancies can only be used for the purpose of providing behaviour support services that have been outlined in a written behaviour support agreement. This is an agreement between the tenant, Family Intervention Project, agencies providing support, NCH RP and NCC.
- 4.3.4 Family Intervention Tenancies are not intended to run beyond the completion of the work outlined and agreed in a Family Intervention Project. When a family has completed a programme a decision on the longer term housing needs of the family will be reached between the family, NCH and relevant partner agencies. These tenancies can be converted to assured tenancies as relevant on notice by NCH RP to the tenant.

#### 4.4 Fixed Term Tenancies (FTT)

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- 4.4.1 A fixed-term tenancy is an assured tenancy for a specified period of time with modified statutory rights. The main difference between a periodic assured tenancy and a fixed-term assured tenancy is that the former can only be brought to an end if a court thinks it is reasonable to make an order for possession. With a fixed-term tenancy, the court must order possession if the fixed term has come to an end.
- 4.4.2 NCH RP in its role as landlord of social housing stock is not intending to generally use fixed term tenancies in the letting of its homes. However, in exceptional cases, NCH RP will issue a fixed term tenancy. This is usually in circumstances where a household needs a certain type of accommodation temporarily. For example, where a property has been adapted, but the need of the household for such adaptations is not considered permanent. Issuing fixed-term tenancies will be used to protect scarce and valuable property assets for the best and most appropriate use.

- 4.4.3 NCH RP reserves the right to review its position in relation to the use of fixed term tenancies.
- 4.4.4 NCH RP will offer fixed term tenancies for a period of 5 years unless it is considered that a shorter period is appropriate (for example for adapted properties where the need is shorter term).
- 4.4.5 If, at the end of the fixed term period the tenancy has not been ended by either NCH RP or the tenant, the tenancy will become a weekly periodic Assured Shorthold tenancy.
- 4.4.6 When a fixed term tenancy is offered NCH RP will provide a full explanation of how and when the tenancy will be reviewed pending the end of the fixed term. A tenant has the Right to ask for a review of the length of fixed term tenancy offered, the type of tenancy offered and against a decision not to grant another tenancy on the expiry of the fixed term of a tenancy (see section 12 – Rights to Review).
- 4.4.7 The review process will commence 12 months before the end of the fixed term.
- 4.4.8 The review process will include an assessment of existing household members and how the tenancy has been managed. It will take into account:
  - The number of household members and any overcrowding or under- occupation
  - Housing need and the best use of housing stock
  - Suitability of the property for the current household
  - Tenancy history at the property including any tenancy breaches or damage to the property
  - Legal right to remain.
- 4.4.9 NCH RP will expect tenants to actively engage in the review process and provide information and documentation as requested.
- 4.4.10 NCHRP will notify the customer of the outcome of the review at least 6 months before the end of the fixed term tenancy. NCH RP will inform tenants of other housing options available to them, as appropriate.

- 4.4.11 If a new tenancy is offered it will generally be another 5 year fixed term tenancy which must be signed prior to the end of the existing fixed term tenancy. In some circumstances, tenancies may be renewed for a shorted period of 2, 3 or 4 years where it is considered appropriate. For example, if property adaptations are only required for a shorter duration.
- 4.4.12 Where there are rent arrears on an account the tenant will be asked to clear these in full prior to the new tenancy being granted. Where this is not possible but a decision is made as an exception to award a new tenancy, the arrears will remain due and be recovered as former tenancy arrears as a condition of the new tenancy.
- 4.4.13 If the tenancy is to be ended, the tenant will be notified of our decision in writing by serving a Minded Notice at least 6 months before the end of the fixed term tenancy. A Section 21 Notice, clearly stating the date the tenant is required to leave the property, will be served 3 months before the end of the fixed term tenancy.
- 4.4.14 Where NCH RP has commenced legal action to end the tenancy, this action will continue and the tenancy will be ended by whichever means ends the tenancy first. NCH RP will make tenants aware of this where relevant in any communication to end the tenancy.
- 4.4.15 Upon expiry of the Section 21 Notice the tenant will be required to give up possession of the property on the advised date. If possession is not given on the required date, NCH RP will apply to court for a possession order.
- 4.4.16 Where a decision is made not to offer a new tenancy then NCHRP will offer reasonable advice and assistance to identify suitable alternative accommodation.

### **5.0 Letting of New Tenancies**

5.1 NCHRP recognises the importance of establishing a good landlord and tenant relationship from the outset and will conduct a comprehensive sign up meeting with the new tenant. This will address all likely needs of the new tenant, particularly those who require additional support.

- 5.2 At the sign up meeting, all tenants will be provided with a copy of their Tenancy Agreement that sets out the conditions of their tenancy. Tenants will be asked to confirm details, including of household members and undertake an Affordability Assessment.
- 5.3 All new tenants will be granted the appropriate tenure, as detailed in Section 4 above.
- 5.4 NCH RP will not take steps to end a starter tenancy unless there is a breach in tenancy conditions or the tenancy has been obtained fraudulently.
- 5.5 All new tenants will receive a New Tenancy Visit by the Housing Patch Manager (HPM). This will be completed within 6 weeks of the start of a tenancy and will provide an opportunity to:
  - Clarify any tenancy information and household details
  - Identify any property issues (such as repairs or neighbourhood)
  - Identify any other issues such as support needs or vulnerabilities

### 6.0 Managing Tenancies

- 6.1 The Tenancy Agreement sets out the core responsibilities of NCH RP and the tenant. NCH RP will ensure tenants are aware of their responsibilities and what can be expected from NCH RP at the start of the tenancy and during the New Tenancy Visit.
- 6.2 NCH RP will maintain good quality tenancy records and will comply with the General Data Protection Regulations.
- 6.3 NCH RP will provide appropriate and accurate advice and assistance to tenants about any tenancy management matter, particularly where this could affect tenants' rights. Tenants may be advised to seek their own independent legal advice where appropriate.
- 6.4 If a tenant breaches a condition of their tenancy agreement, NCH RP has the right to take appropriate action to address this breach. NCH RP will provide appropriate and accurate information to any tenant where there has been a tenancy breach to explain what action will be taken. NCH RP will also be clear about the action a tenant is required to take to rectify any breaches where appropriate.

- 6.5 Where there are potential support needs identified as part of a breach of tenancy, NCH RP will seek to ensure that tenants receive the appropriate support to help them stay in their home. This may include the completion of a Support Needs Assessment for the resident to identify agencies who may be able to help support. NCH RP will refer vulnerable residents in general need housing to support services where applicable.
- 6.6 Efficient collection of rental income is essential to NCH RP being able to operate as a viable business and provide essential management and maintenance services to homes.
- 6.7 As a responsible landlord with a commitment to creating sustainable tenancies, NCH RP will not allow customers to accrue, unchecked, large debts. NCH RP offers a comprehensive Tenancy Sustainment service and provides signposting to a range of advice and support services aimed at both preventing and dealing with debt.

# 7.0 Supporting Tenants and Sustaining Tenancies

- **7.1** A key policy aim is to ensure tenants are supported as much as possible to sustain their tenancies. To achieve this, NCH RP will:
  - Work and engage with NCC Housing Services, Children and Adult Services, other providers and agencies to deliver a cross-tenure approach to the provision of support services for all people with support needs.
  - Identify any vulnerability of tenants and record details on file so that employees can be made aware of these when appropriate.
  - Seek to ensure that tenants receive the appropriate support to help them stay in their home. Residents in temporary accommodation will have a support plan in place.
  - Adhere to the Referrer's Guide to Drug and Alcohol Services in Nottingham when identifying tenants who may need help with drug and alcohol problems and/ or tenants who may be affected by the drug and alcohol use of others.
  - Advise and help low income households to get assistance with budgeting and debt problems.
  - Have liaison and referral arrangements in place with social services, health authorities, and other relevant agencies to ensure appropriate ongoing support or services for tenants who need it

- Provide support where it is most effective i.e. where tenants are given their own permanent accommodation and provided with an agreed level of support to help them settle in and meet their responsibilities as tenants. The level of support will vary according to individual need.
- Ensure that NCH RP tenancy management services are tailored to meet the diverse needs of the communities in which NCH RP works.
- **7.2** Where an applicant who has been offered accommodation does not have the mental capacity to enter into the tenancy contract, NCH RP will require the appointment of a representative to act on their behalf.
- **7.3** Where a tenant ceases to have the mental capacity to deal with their affairs NCH RP will formally seek the assistance of the next of kin or support service to act on their behalf or make any relevant applications through the Court of Protection, where appropriate.

### 8.0 Mutual Exchanges

- **8.1** Existing Assured tenants may wish to enter into a mutual exchange with other NCH RP tenants or tenants of another social housing provider. NCH RP recognises that mutual exchange is a useful way of satisfying housing needs and aspirations which cannot be met in other ways.
- **8.2** Tenants must obtain consent from NCH RP before carrying out a mutual exchange.
- **8.3** NCHRP may attach conditions to consent for mutual exchange in respect of lifetime assured tenancies such as clearing rent arrears. The circumstances under which NCH RP may withhold consent will be provided on request.

### 9.0 Tenancy Changes

#### 9.1 Sole to joint tenancies

In certain circumstances sole tenants may request to have a joint tenancy agreement with certain 'qualifying persons', so they would share their tenancy with that person. A 'qualifying person' is a person that would be capable of succeeding to the tenancy if the existing tenant passed away. This would likely either be a spouse/ civil partner/ person living with the tenant as husband or wife, or if no such person exists, a family member that has lived at the property for at least 12 months.

As well as the proposed new tenant being a qualifying person, the following conditions also apply:

- a) The existing tenant and prospective joint tenant will be asked to provide documentation and evidence to support their request.
- b) The existing tenant must serve Notice to Quit to end their tenancy before any request can be considered. Tenants will be expected to seek their own independent legal advice in relation to this.

Once the requirements above are complied with, NCH RP will consider each request and exercise discretion on a case by case basis, taking in to account the following factors:

- Whether there has been any previous assignment of the tenancy or any previous succession or if either of the prospective joint tenants have benefitted from previous assignments or successions. Generally, save in exceptional circumstances, sole to joint tenancies will only be permitted if there have been no previous such changes and will only be permitted once per tenancy.
- The best use of NCH RP housing stock.
- The conduct of the existing <u>and</u> prospective joint tenant including their compliance with previous NCH RP or other tenancy terms and conditions, maintenance of rent payments. If the sole tenant is in breach of any of the conditions of their current tenancy, the application will be refused.
- Any rent arrears that exist, whether current or former, of either the existing or prospective tenant. If there are arrears on the current rent account, the request will be denied unless arrears are cleared in full.
- The suitability of the property for any joint tenants including the size, type and any specific features or adaptations to the property.
- The evidence provided by the existing and prospective tenants for example but not limited to, identification, proof of residence, proof of eligibility for an allocation, proof of immigration status.
- Any other relevant factors in the circumstances of the case that are relevant to their suitability to be a joint tenant.

If the allocation of a new tenancy is approved, the existing sole tenant will have to sign a new tenancy agreement (once the NTQ expires). At the same time, NCH RP will complete a formal sign up interview and the joint tenants will sign a new tenancy agreement. This will create a new joint tenancy in which both tenants will be jointly and severally liable to comply with the tenancy conditions.

If the allocation of a new tenancy is refused, the existing tenant will be permitted to withdraw the Notice to Quit and their existing tenancy will continue, notwithstanding any other legal action taken against them in respect of their tenancy.

#### 9.2 Joint to sole tenancies

A joint tenancy will end at the expiry of a valid Notice to Quit (NTQ) in writing from one or both tenants. If an NTQ is received from only one of the tenants NCH RP will take all reasonable steps to inform the other tenant of the consequences of the first tenant's action

If one member of the tenancy requests to stay in the property as a sole tenant, following the receipt of an NTQ, then NCH RP will only consider this if:

- a) the remaining tenant provides documentation and information as required; and
- b) if such a decision is in line with the NCH RP Allocations Policy and other relevant policies.

Any decision to grant a tenancy to a remaining tenant would have to result in the creation of a new, sole tenancy. This will only be possible once consideration has been given to the following factors:

- Whether there has been any previous assignment of the tenancy or any previous succession or if the prospective sole tenant has benefitted from previous assignments or successions. Generally, save in exceptional circumstances, new sole tenancies will only be permitted if there have been no previous such changes and will only be permitted once per tenancy.
- The best use of housing stock.
- The conduct of the existing <u>and</u> prospective joint tenant including their compliance with previous NCH RP or other tenancy terms and conditions, maintenance of rent payments. If the prospective sole tenant is in breach of any of the conditions of their current tenancy, the application will be refused.
- Any rent arrears that exist, whether current or former, of either the existing or prospective tenant. If there are arrears on the current rent account, the request will be denied unless arrears are cleared in full.
- The suitability of the property for any joint tenants including the size, type and any specific features or adaptations to the property.

- The evidence provided by the prospective sole tenant for example but not limited to, proof of identification, residence, eligibility for an allocation, immigration status.
- Any other relevant factors in the circumstances of the case that are relevant to their suitability to be a sole tenant.

If NCH RP decide that a new sole tenancy can be granted, the existing and remaining tenant will have to complete the relevant paperwork as required. If the decision is to refuse the granting of a new sole tenancy, the remaining sole tenant will be given advice and assistance on re-housing options.

#### 9.3 Assignment to a qualifying successor (sole to sole)

In certain circumstances, tenants may have the right to assign their tenancy to another person who would be entitled to succeed on a tenant's death with NCH RP consent and as per the conditions of the tenancy agreement. There can only be one assignment by law and that can only be made to a person who would qualify as a successor to the tenancy. In such cases, tenants will be required to seek permission from NCH RP and if permission is granted, complete a deed of assignment.

### 10.0 Succession

- **10.1** This section should be read in conjunction with section 2.2 of the Tenancy Agreement.
- **10.2** In the event of the death of a tenant, an occupant residing in the property may have the legal right to take over the tenancy. This is known as succession.
- **10.3** There can only be one succession in law in England.

Successions include;

- By way of survivorship in the case the joint tenants where one of them has died.
- Upon a tenant's death according to statute.
- Upon assignment to someone entitled to succeed upon death.
- Where the deceased tenant became the tenant of the property by way of exchange and he/ she was a successor to the tenancy which he/ she assigned in exchange.



If succession takes place, then it is the existing tenancy as it stands that is taken over by the successor;

- Subject to existing arrears or rent credits.
- Subject to existing legal notices.
- Subject to all rights and responsibilities under the tenancy agreement.
- Subject to any rights to compensation for the previous tenant's improvements.
- **10.4** The deceased tenant must have been living at the property as their only and principal at the time of their death.
- **10.5** Any joint tenant will succeed the tenancy automatically on the death of the other joint tenant.
- **10.6** Where there is no joint tenant, a qualifying spouse or partner will take precedence over any other family member for succession.
- **10.7** For assured tenancies granted from April 2012 only the spouse or partner can succeed in law. This follows changes introduced by the Localism Act 2011. For tenants with an assured tenancy before April 2012, the law remains the same in that the spouse, partner or qualified family member can succeed in law.
- **10.8** For tenancies beginning after April 2012 NCH RP may grant a discretionary succession to qualifying family members. A discretionary succession is defined in this policy as the grant of a new tenancy, not a continuation of the old tenancy. This may be the grant of a new tenancy of the current property or a more suitable property.
- **10.9** A qualifying spouse or partner will take precedence over any other family member or unpaid carer for the discretionary grant of a new tenancy, if agreed by NCH RP.
- **10.10** NCH RP can seek to move a successor to alternative accommodation where the original property is too large for the successor's household. A potential discretionary successor will also be offered suitable alternative accommodation where the property is too large for their household or is unsuitable for any other reason. There are a number of criteria that will be applied to determine whether the current property is suitable. Further information on this can be found in the NCH RP Succession policy.

- **10.11** Upon the death of a tenant, NCH RP will ensure that all remaining occupiers are given appropriate advice about the right to succession and will treat all cases with the greatest sensitivity.
- **10.12** NCH RP will take steps to formally end the tenancy of the deceased tenant where no valid notice is served on NCH RP and any occupiers will be given the opportunity to make representations about their circumstances before any possession proceedings are issued.

# **11.0 Ending Tenancies** (Starter/ Assured Shorthold)

- **11.1** A tenant can end their starter tenancy at any time by providing a Notice to Quit giving four weeks' notice.
- **11.2** A starter tenancy will automatically become assured after a period of 12 months (or 18 months if extended) unless steps have been taken to end the tenancy.
- **11.3** In the event that NCH RP decides to extend the starter tenancy, then it must serve a notice of extension to the tenant setting out the reasons for that decision. The tenancy will have the opportunity to discuss matters with a Housing Patch Manager or officer from Rents Team. The tenant also has the right to ask for a review of the decision to extend the tenancy. If the decision is upheld, then the tenancy will be extended for a further 6 months. This extension will allow the tenant to put things right (for example, make realistic arrangements to pay off rent or to stop behaviour that is causing a nuisance or annoyance to neighbours).
- **11.4** In the event that NCH RP decides to take action to end a starter tenancy, then it must serve the tenant with a notice before proceedings setting out the reasons for the decision. The tenant has the right to review this decision. If the decision is upheld, then proceedings for possession of the premises may be issued in court.



# **12.0 Right to Review** (Starter/ Assured Shorthold tenancies, fixed term tenancies)

- **12.1** A starter tenant or an assured tenant where an absolute ground for possession as set out in Section 8 notice for mandatory possession (Sch 2 Housing Act 1988) is being relied on, has the right to review a decision by NCH RP to extend the starter tenancy or terminate their tenancy.
- **12.2** A tenant also has the Right to ask for a review of the length of fixed term tenancy offered, the type of tenancy offered and against a decision not to grant another tenancy on the expiry of the fixed term of a tenancy.
- **12.3** The right to review is a separate process to the complaints process. The complaints process should be pursued if the tenant is dissatisfied with the way NCH RP has handled an issue or dealt with a tenant. The right to review process should be followed if the tenant requires a review of a decision made by NCH RP to extend or seek an order for possession of a starter tenancy.
- 12.4 Tenants can request a review on the matters set out in section 12.1 or 12.2 by completing the review document provided during the service of possession documents. Alternatively, for all other reviews tenants must write to Nottingham City Homes Registered Provider, Loxley House, Nottingham, NG2 3NJ requesting a review. Tenants may use a review document if NCH RP provides one to use for these purposes.
- **12.5** An application for review of a decision as stated above must be:
  - Made in writing.
  - Made within 14 days of service of a notice of proceedings for possession of a starter tenancy, or within 14 days of being notified of any other relevant fixed term tenancy decision, for example not to extend a fixed term tenancy.
  - Made within 7 days of service of the notice, where an absolute ground for possession as set out in Section 2 Housing Act 1988 is being relied on.
  - Clear about whether an oral hearing is sought. The tenant may make representations in writing in connection with the review, which will be considered by NCH RP. NCH RP will inform the tenants of the date it must receive written representations, which will not be earlier than 5 working days after the tenant receives this information from NCH RP.

- Addressed to Nottingham City Homes Registered Provider, Loxley House, Nottingham, NG2 3NJ.
- Clear about the reason(s) for dissatisfaction with the decision and set out matters that the tenant asks the Panel to take into account in reviewing its decision.
- **12.6** The tenant will be notified of the hearing date and time not less than 5 working days after the receipt of the request for a hearing.
- **12.7** If a decision to seek possession is upheld, NCH RP can apply to court for an order to evict the tenant.
- **12.8** An application for review of a decision to extend a starter tenancy;
  - Must be made in writing within 14 days of receipt of a notice to extend a starter tenancy.
  - Be clear about whether an oral hearing is sought. If it is, then representations can also be submitted in writing in advance of the review hearing by the tenant.
  - Be directed to or addressed to to Nottingham City Homes Registered Provider, Loxley House, Nottingham, NG2 3NJ.
    - o If the tenant does not wish to have an oral hearing, representations can be made in writing which will be considered by NCH RP.
    - NCH RP will inform the tenants of the date it must receive written representations, which will not be earlier than 5 working days after the tenant receives this information from NCH RP.
    - o Written representations must be received at least 2 workings days before the review.
    - Representations must be clear about the reason(s) for dissatisfaction with the decision and set out matters that the tenant asks the Panel to consider in reviewing the decision.
- **12.9** The tenant will be given at least 10 working days' notice of the review by NCH RP. If an oral hearing is requested, NCH RP will provide the date, time and venue of the hearing.
- **12.10** All reviews will be carried out by a Senior Manager of the NCH Group or Nottingham City Council acting on behalf of NCH RP and not involved in the original decision.



### **13.0 Ending Tenancies** (Assured tenancies)

#### 13.1 Ending tenancies

NCHRP may take steps to terminate a tenancy whether there have been serious and/or persistent breaches of a tenancy, including the accumulation of rent arrears.

#### 13.2 End of a tenancy – by the tenant

If the tenant (starter, fixed term or assured) wishes to bring the tenancy to an end they may do so by effluxion of time (for fixed term tenancies), issuing a Notice to Quit (NTQ) or by way of surrender, if NCHRP agree.

#### 13.3 Imprisonment

If a tenant is imprisoned for period of time, their tenancy will remain unless a court order is obtained at the time. However, NCHRP must be informed of this circumstance as soon as is practicable. Rent payments will need to be maintained during this period. Should a tenant who is imprisoned wish to end their tenancy, they may do so by serving a Notice to Quit (NTQ) or by way of surrender, if NCHRP agree.

#### 13.4 Abandonment

NCHRP aims to re-let properties as quickly as possible in order to minimise rent loss resulting from abandoned properties. NCHRP recognises the need to have a clear and effective abandonment process to achieve this.

As a general rule, all NCH employees will be alert to any properties that have the appearance of being empty and will either initiate the abandonment procedure within the timescales set or notify the appropriate person (Housing Patch Manager) to do this on their behalf. Where appropriate, referrals will be made to NCH's Tenancy Fraud investigators for cases to be investigated.

Before taking repossession of an abandoned property attempts will be taken by NCHRP to satisfy itself that the house is unoccupied and that the tenant has no intention of reoccupying it.

All allegations of abandonment will be investigated swiftly and efficiently with particular regard to potential rent loss and void re let times. Comprehensive records with be kept during the investigative process. If NCHRP is unable to trace the tenant and it appears beyond reasonable doubt that the premises are not being occupied legal action to regain possession may be pursued.

# **14.0 Ending Tenancies** (Family Intervention tenancies)

- **14.1** NCH RP will serve a written notice of intent if intending to terminate a Family Intervention Tenancy. This will clearly explain the reasons why we consider a termination to be necessary.
- **14.2** The tenant will have the right to review this decision. Where a tenant decides to request a review, the right to review process should be followed (please see section 12 of this policy).
- **14.3** NCH RP will seek to terminate the tenancy by serving a notice to quit if:
  - The tenant has not requested a review of the decision following the notice of intent
  - The tenant withdraws a review request
  - A review has been undertaken and the outcome is a decision to serve notice on the tenant.

### **15.0 Tenancy Fraud**

- **15.1** NCHRP will investigate all reported cases of suspected tenancy fraud.
- **15.2** Where NCH RP finds evidence indicating that there may be tenancy fraud, action will be taken. This may include taking legal steps to recover possession of the property.
- **15.3** NCH RP recognises that there may be unauthorised occupants who are unaware that tenancy fraud has been committed. Appropriate advice and signposting information will be given in accordance with the Homelessness Reduction Act 2017.
- **15.4** In accordance with the Prevention of Social Housing Fraud Act 2013 and/ or the Fraud Act 2006, NCH RP will work with Nottingham City Council's Corporate Counter Fraud Team where there is evidence of a criminal offence with a view to bringing a criminal prosecution alongside civil prosecution. In cases of unlawful subletting, NCH RP may also seek an unlawful profit order.

- **15.5** NCH RP will ensure it addresses tenancy fraud in accordance with best practice and relevant legislation including, but not limited to:
  - The Prevention of Social Housing Fraud Act 2013
  - The Fraud Act 2006
  - The Human Rights Act 1998
  - The Data Protection Act 1998
  - The Housing Act 1996/1988
  - The Equality Act 2010
  - General Data Protection Regulation 2018

#### The Prevention of Social Housing Fraud Act 2013

The Prevention of Social Housing Fraud Act 2013 (POSHFA) creates new specific criminal offences of unlawfully subletting by secure and assured tenants in social housing. This occurs where:

- the whole or part of the property has been sublet,
- the sublet is contrary to the tenancy conditions or,
- the tenant has moved out and the tenant knows the sublet is a breach of their tenancy.

POSHFA gives Nottingham City Council powers to prosecute in cases of unlawful subletting, and enables the court to order the recovery of any profit made though subletting, by awarding Unlawful Profit Orders (UPOs). Any secure or assured tenant convicted of unlawfully subletting their tenancy will lose their security of tenure and the criminal offence of sub-letting carries a maximum sentence of two years imprisonment and an unlimited fine.

#### The Fraud Act 2006

Wilfully misrepresenting circumstances or deliberately misleading someone in order to gain from that misrepresentation may also be a criminal offence within the meaning of the Fraud Act 2006. We may involve Nottinghamshire Police or Nottingham City Council in bringing criminal proceedings against an individual(s) where it is satisfied that there appears to have been criminal intent.

#### The Housing Act 1988

The Housing Act 1988 s 1(1) (b) and Section 124 Housing Act 1996 mean that in order to remain an assured or starter tenant, the tenant must live in a property as their only or principle home. Obtaining a tenancy by false inducement is covered by section 17 of the Housing Act 1988

**15.6** This policy should be read in conjunction with NCH Tenancy Fraud Policy, which provides detailed guidance on how we will investigate and take action on suspected tenancy fraud.

### 16.0 Pets

- **16.1** The NCH RP Tenancy Agreement sets out the basic rules for keeping pets
- **16.2** All pets must be kept in line with the terms of the Tenancy Agreement.
- **16.3** NCH RP recognises the benefits that responsible pet ownership can bring. However, controls must be in place to prevent irresponsible ownership, which can cause suffering to animals and a nuisance to neighbours.
- **16.4** Applicants for housing are asked to indicate on their application form if they currently keep or intend to keep a pet. This will not prejudice their application unless the applicant intends to keep a pet for which permission will not be granted.
- **16.5** Permission to keep the following animals will not be granted under any circumstances:
  - Dogs listed on the Dangerous Dogs Act 1991
  - Livestock
  - Endangered species
  - Animals listed on the Dangerous Wild Animals Act 1976
- **16.6** Those tenants who experience nuisance from a neighbour(s) pet, or consider that a neighbour(s) pet is not adequately cared for, are encouraged to report their concerns to their local housing office or to NCH RP, Loxley House, Nottingham, NG2 3NJ.
- **16.7** NCH RP will deal with complaints about nuisance caused by pets efficiently and effectively
- **16.8** If a tenant breaches their NCH RP Tenancy Agreement due to keeping pets, permission to keep a pet within the property may be withdrawn.
- **16.9** Anyone mistreating or neglecting their pet will be denied permission to keep any pets.
- **16.10** Residents in NCH RP temporary accommodation cannot keep a pet.

# **17.0 Equality and Diversity**

- **17.1** NCH RP will ensure this policy is applied fairly and consistently to all customers. NCH RP will not directly or indirectly discriminate against any person or group of people because of their race, religion, gender, marital status, sexual orientation, disability or any other grounds set out in the Equality and Diversity Policy. NCH RP will comply with its obligations under Equality Act 2010.
- **17.2** When applying this tenancy policy, NCH RP will act sensitively towards the diverse needs of individuals and communities.

### **18.0** Monitoring

**18.1** The NCH RP Board and Management Team will receive regular reports on the performance against agreed measures and targets relating to this policy. Performance targets and progress against them will be monitored and published.

End.





# TEMPORARY ACCOMMODATION POLICY



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Nottingham City Homes Registered Provider Limited Loxley House, Station Street, Nottingham NG2 3NJ Registered in England and Wales, Company registration no. 09810057 Registered Not for Profit Provider of Social Housing, Registration Number 4862

# Nottingham City Homes Registered Provider

Nottingham City Homes Registered Provider Limited (Registration number 4862) is a provider of affordable social housing and temporary accommodation in the City of Nottingham. NCH RP is a member of the Nottingham City Homes Group with Nottingham City Homes Limited and Nottingham City Homes Enterprise Limited.

NCH RP is focused on delivering a quality housing service to its existing tenants and supported housing for citizens with care, support and supervision needs in housing crisis and from Women's Aid refuges. All permanent homes for social and affordable rent are allocated from the NCC common Housing Register. All temporary accommodation is let via nomination from the NCC Housing Solutions team.

Whilst NCH RP was originally constituted to build new social housing in Nottingham, that has not been possible in recent years. Responding to this changed environment, NCH RP has directed resources to the expanding need to assist homeless families and citizens presenting to the Council in housing crisis. NCH RP has significantly extended its provision of supported temporary accommodation provision and services, supporting residents at the point of crisis, sheltering and helping them to find a permanent home and break the cycle of homelessness.

### **1.0 Policy Purpose**

- 1.1 This policy details how Nottingham City Homes Registered Provider (NCH RP) delivers supported temporary accommodation to local citizens and families who present to Nottingham City Council (NCC) in housing crisis and are nominated to NCH RP under the Council's temporary accommodation services framework contract.
- 1.2 The policy explains how citizens and families are allocated temporary accommodation, how their support needs are assessed and met and how they are supported to secure a permanent home.
- 1.3 This Policy does not cover the allocation and letting of NCH RP permanent social and affordable housing. This is documented in the NCH RP Allocations Policy.



## **2.0 Temporary Accommodation**

- 2.1 NCH RP contracts with Nottingham City Council (NCC) to deliver 400 units of self-contained temporary accommodation for families through their Temporary Accommodation Services framework contract.
- 2.2 NCH RP secures properties under lease and licence agreements with Nottingham City Council, Nottingham City Homes Group, property owners and agents for use as temporary accommodation.
- 2.3 All NCH RP temporary accommodation is allocated via 100% nominations from the Nottingham City Council Housing Solutions team who have accepted a Housing Act 1996 Section 188 or Section 193 duty.
- 2.4 All NCH RP temporary accommodation is delivered in a Supported Housing model. Charges levied to licensees include a charge for care, support and supervision to meet their support needs and are eligible for Housing Benefit.
- 2.5 All properties are self-contained, fully furnished and will meet a decent level of decoration and cleanliness.
- 2.6 NCH RP will only accept nominations if there is (a) a support need and (b) an affordability assessment has been undertaken and passed.
- 2.7 NCH RP makes every effort to provide accommodation that is suitable for the family nominated, but as this is temporary accommodation it may mean that it has fewer bedrooms and/ or less space than a permanent letting.
- 2.8 All NCH RP temporary accommodation is situated within the Nottingham City boundary, so meeting the Council's locality obligations under the Homelessness (Suitability of Accommodation) Order 2012.
- 2.9 In conjunction with the Council's Housing Solutions team, NCH RP will consider the sensory or physical disability needs of the nominated family when allocating available temporary accommodation. Where feasible, consideration will also be given the locality of the provision in relation to employment, schools and personal support networks, but no guarantee can be given.
- 2.10 No pets will be allowed in temporary accommodation except assistance dogs for the disabled. Assistance will be given to residents to relocate their pets.



2.11 The accommodation will satisfy any public sector equality duty owed under Equality Act 2010, any safeguarding or welfare duty owed under the Children Act 2004.

### **3.0 Nominations and Allocations**

- 3.1 NCH RP provides interim and longer-term temporary accommodation to families and women or couples expecting a child with support needs. It does not provide temporary accommodation to single citizens or persons assessed to not have support needs.
- 3.2 All nominated families will have a Personal Housing Plan completed by the NCC Housing Solutions team. No nominations shall be accepted by NCH RP without a Personal Housing Plan.
- 3.3 Prior to acceptance of the nomination for temporary accommodation, NCH RP will assess the level of support needs of the family using the NCC Referral form and the NCH RP Support Needs Assessment (Appendix 1).
- 3.4 If support needs are identified, an Affordability Assessment (Appendix 2) will be undertaken to ensure the accommodation offered is affordable and NCH RP will receive the accommodation charges.
- 3.5 The furnished, supported housing model will be fully explained to the incoming resident so they can assess whether it meets their needs.
- 3.6 Residents are issued with a Daily Excluded Licence (S.188 Interim Duty) or Daily Protected Licence (S. 193 Main Duty accepted) for their accommodation.

# 4.0 Supported Housing Model

- 4.1 The Support Needs Assessment will drive the level of support service delivered to the occupying licensees to provide the appropriate level of support to settle families into the accommodation and locality, including, but not limited to;
  - a) assisting with welfare benefits and Housing Benefit
  - b) assisting with debt and budgeting advice and signposting
  - c) registering at schools, GP and dentist surgeries
  - d) assisting with language barriers



- e) referrals and signposting for safeguarding, mental health services, substance misuse or adaptations
- f) assisting with foodbank, clothing and bus pass applications
- g) empowering licensees and families to regain and maintain independence
- h) assisting with employment support and training opportunities
- i) securing a new permanent, sustainable home to break the cycle of homelessness
- 4.2 Each family is assigned a dedicated Temporary Accommodation Officer (TAO) as their key contact and provider of support and assistance. Each TAO will support around 15 families at any one time, delivering an average of two and a half hours of personal and housing related support per week, but this will vary according to need.
- 4.3 Temporary Accommodation Officers are responsible for ensuring families' support needs are met, to be in regular contact and attend the property at least every fourth week. Those with higher support needs will have more regular visits. Where support needs are lower, more telephone contact will be undertaken, but still with a minimum of one visit every fourth week.
- 4.4 Temporary Accommodation Officers will undertake monthly checks on the property to ensure that the license obligations are being met, the property is in decent condition and to assist with the reporting of repairs or damp and mould.
- 4.5 Temporary Accommodation Officers will ensure any repairs, damp and mould actions or furniture reprovision are completed or refer to their Senior Temporary Accommodation Officer for escalation.
- 4.6 Housing Benefit entitlement and any shortfall due from licensees is monitored closely to ensure arrears are not presenting or are managed closely.
- 4.7 We will work closely with partners in Nottingham City Council; Nottingham Private Rented Assistance Scheme (NPRAS) and Housing Solutions, together with Framework and the wider City partnership in the delivery of support. We will seek to develop new contacts and partners that are beneficial to residents.
- 4.8 Where a licensee fails to adhere to the conditions of their license agreement NCH RP will work with the family to get back on track. Where this ultimately fails, or the Council has discharged their duty under the Housing Act 1996, NCH RP will take action to remove the licensee and their family from the property.



## **5.0 Refuge Move-On Accommodation**

- 5.1 NCH RP owns and operates 8 move-on homes in partnership with local Women's Aid Refuges for families that have experienced domestic violence and sexual abuse. They are intended to be interim accommodation after refuge placement and before a permanent home.
- 5.2 These homes are let as temporary accommodation to nominations from the partner refuge only, not through the Council's Housing Solutions and homelessness route.
- 5.3 NCH RP contracts with the partner refuge to deliver care, support, supervision and move on assistance to residents for, and on behalf of, NCH RP.

### 6.0 Resettlement

6.1 NCH RP will continue to support residents and families for a short period of time when they have been allocated a permanent home to ensure a successful transition and to break the cycle of repeat homelessness.

### 7.0 Resident Views

- 7.1 NCH RP seeks the views of residents about the accommodation and services they receive through surveys carried out as they leave temporary accommodation. This information is used to help guide and shape future service provision.
- 7.2 Further opportunities to seek resident views on their accommodation and services are being explored to improve provision.

### 8.0 Safeguarding

- 8.1 Every child, young person or adult has the right not to be abused or neglected. Everyone acting contractually on behalf of Nottingham City Homes (NCH) has the responsibility to act.
- 8.2 The NCH Group has a Safeguarding Policy and Procedure. [LINK]



## 9.0 Monitoring and Reporting

- 9.1 NCH RP will contract manage staff delivering services for and on its behalf under the NCC/ NCH Service Contract and other contractual arrangements.
- 9.2 NCH RP will report to NCC on the delivery of the outcomes sought in the Temporary Accommodation Services framework contract.
- 9.3 Identified barriers to finding a permanent home will be explored with partners to find better solutions.
- 9.4 NCH RP will measure delivery against a range of Key Performance Indicators to ensure effective, value for money services are provided;
  - a) Overall temporary accommodation property numbers
  - b) Compliance with the NCC Temporary Accommodation Services framework contract outcomes
  - c) Percentage of residents with a Personal Housing Plan and Support Needs Assessment
  - d) Number of contacts made with residents, including the frequency and appropriateness of support given
  - e) Number and percentage of property inspections completed (monthly)
  - f) Void numbers and turnaround time
  - g) Rent collection rates and arrears
  - h) Length of time spent in temporary accommodation
  - i) Number of residents that have moved on and to where
  - j) Complaints, Comments and Compliments
  - k) Survey feedback.

End.

### Appendix 1

Support Needs Assessment



Property Address_	Date	
All Household members:		
Name=_	D.O.B_	
Name	D.O.B	

#### Note: please cover all family members in your assessment

#### TAO: Please ensure that NEC is updated & saved to serengeti

Area of support	Findings	Action by whom and when (Include signposting/referrals made)
<ul> <li>Secure Housing</li> <li>Homelink (help to apply and bid)</li> <li>Private rent</li> <li>Personal Housing Plan</li> <li>Abiding by license conditions</li> <li>Reporting repairs</li> </ul>		
<ul> <li>Financial Stability <ul> <li>Rent/HB/Ineligible charges</li> <li>Setting up utility accounts</li> <li>Benefits, <i>(including UC, Child benefits, disability, council tax support etc)</i></li> <li>Employment and education-all 16+</li> <li>Right to work</li> <li>Debts (<i>Referral to debt advice or CAB</i>)</li> <li>Budgeting skills</li> <li>Paying bills</li> <li>Food/clothing</li> </ul> </li> </ul>		

Area of support	Findings	Action by whom and when (Include signposting/referrals made)
Getting a Good Education <ul> <li>School attendance</li> <li>Special educational needs</li> <li>Bus pass required</li> <li>Adult literacy</li> <li>ESOL</li> <li>Communication needs</li> </ul>		
Good Early Years Development <ul> <li>0-5</li> <li>Nursery, play groups</li> <li>Immunisations</li> <li>Doctor, Dentist</li> </ul> SCORE:		
Improved Mental and Physical Health <ul> <li>Health needs (mental, physical, dental, neurodiversity, sensory, GP, medication) needs met by suitable services</li> </ul> SCORE:		
Promoting Recovery and Reducing Harm from Substance Use <ul> <li>Engaging with support</li> <li>Impact on family</li> <li>Safety</li> </ul>	N/A	

Area of support	Finding	Action by whom and when (Include signposting/referrals made)
<ul> <li>Safe from Domestic Abuse</li> <li>Free from abuse</li> <li>Support services</li> <li>Areas of risk (for housing application)</li> </ul>		
SCORE:		
Crime Prevention and Tackling Crime Crime involvement or anti-social behaviour or associating with those involved Victim of crime Previous cuckooing Probation involvement Youth Justice involvement SCORE:		
Children Safe from Abuse and Exploitation		
<ul> <li>Understand risks, internet, CSE, grooming, radicalisation etc</li> <li>Accessing appropriate support?</li> </ul>		
SCORE:		
<ul> <li>Move on support</li> <li>Help to obtain furnishings</li> <li>Setting up utilities in the new home</li> <li>Change of address (UC, HB, utilities, CT)</li> </ul>		
SCORE:		

ΤΑΟ	Sign:		Date	Resident	Sign:	Date:
	Print:				Print:	
OVERALL SCORE DATE		•		•		
				_		
				_		

### Appendix 2: Support Needs Scoring Tool

#### 1. Secure Housing



LOW 8-10	<ul> <li>Live Homelink application</li> <li>Looking for private rented accommodation</li> <li>Main duty accepted</li> <li>Abiding by the license conditions</li> <li>Rent is in payment</li> <li>Paying ineligible charges</li> </ul>
MEDIUM 5-7	<ul> <li>Needs a homelink application (<i>pending/not live</i>)</li> <li>Refusing to look for private rented accommodation</li> <li>Not paying ineligible charges</li> <li>Arrears on account (<i>ineligible shortfall or payment plan in place and paying</i>)</li> </ul>
HIGH 1-4	<ul> <li>Arrears on rent account (<i>no payment plan in place and making no payments</i>)</li> <li>Intentional or minded to issued</li> <li>Not abiding by the license conditions (<i>warnings issued or due</i>)</li> <li>No child benefit in place</li> <li>Needs a homelink application to be submitted</li> </ul>

#### 2. Financial Stability

z. <u>i manolat Stability</u>	
LOW 8-10	<ul> <li>Adults are in employment</li> <li>Rent is in payment</li> <li>Rent account is up to date</li> <li>Residents are paying their household bills</li> <li>Residents are budgeting well with food etc</li> </ul>
<u>MEDIUM</u> <u>5-7</u>	<ul> <li>Not paying ineligible charges</li> <li>Shortfall to pay on rent</li> <li>Utility accounts are not set up (gas/elec/water/Council tax)</li> <li>Benefits not in place or not being claimed (carers allowance etc)</li> </ul>
<u>HIGH</u> <u>1-4</u>	<ul> <li>Rent arrears and no payment plan in place</li> <li>16+ in the household but not in education or employment</li> <li>No child benefit in place</li> <li>Debts (including former tenancy arrears and static rent arrears)</li> <li>Food bank referrals are being made</li> </ul>

3. <u>Getting a good education</u>	
LOW 8-10	<ul> <li>Good school attendance (95% and above)</li> <li>Bus pass in place</li> <li>Lives under 2 miles away from school</li> <li>No language barrier</li> <li>No literacy issues</li> <li>No special educational needs (parent or child)</li> </ul>
<u>MEDIUM</u> <u>5-7</u>	<ul> <li>School applied for</li> <li>Some school attendance issues</li> <li>Special education needs being met</li> <li>Some communication needs in household (<i>literacy and language</i>)</li> </ul>
HIGH 1-4	<ul> <li>No school place</li> <li>Not attending school</li> <li>Special education needs not met (additional bedroom entitlement – application)</li> <li>Bus pass required</li> <li>ESOL/Adult literacy needs/interpreter required</li> <li>Communication needs</li> </ul>

#### 3. Getting a good education

### 4. Good early years development

LOW 8-10	<ul> <li>Healthy start vouchers in place (if entitled)</li> <li>Doctor in place</li> <li>Dentist in place</li> <li>Immunisations up to date</li> <li>Nursery in place and or attending playgroups (<i>if appropriate</i>)</li> </ul>
MEDIUM 5-7	<ul> <li>Health visitor in place</li> <li>Nursery applied for</li> <li>Nursery and or playgroup information given</li> </ul>
<u>HIGH</u> <u>1-4</u>	<ul> <li>No doctor in place</li> <li>No dentist in place</li> <li>Immunisations needed</li> <li>No healthy start vouchers in place (<i>if eligible</i>)</li> <li>Help needed with accessing nursery and or playgroups</li> </ul>

5. Improved mental and physic						
<u>LOW</u> <u>8-10</u>	<ul> <li>Health needs are being met (mental, physical, dental, neurodiversity, sensory, GP, medication)</li> <li>Engaging with services</li> </ul>					
<u>MEDIUM</u> <u>5-7</u>	<ul> <li>Resident is aware of their needs</li> <li>Referrals for services are in place</li> </ul>					
<u>HIGH</u> <u>1-4</u>	<ul> <li>Children not meeting development and wellbeing milestones</li> <li>Unmet physical and or mental health needs</li> <li>Needs not fully met</li> </ul>					

#### 5. Improved mental and physical health

#### 6. <u>Promoting recovery and reducing harm from substance use</u>

LOW	<ul> <li>You and your children are equipped with coping</li> </ul>					
<u>8-10</u>	mechanisms to be able to manage drug recovery					
	<ul> <li>Substance and alcohol is no longer impacting or</li> </ul>					
	ever has impacted the family					
MEDIUM	<ul> <li>Engaging with support services/on a recovery</li> </ul>					
<u>5-7</u>	programme					
	<ul> <li>You recognise the impact on you and your family</li> </ul>					
HIGH	<ul> <li>No engagement with services</li> </ul>					
<u>1-4</u>	<ul> <li>You don't recognise the impact on you and your</li> </ul>					
	family					
	<ul> <li>You and your children are struggling with the</li> </ul>					
	impact of drugs and alcohol misuse					
	<ul> <li>You family is in crisis</li> </ul>					

#### 7. Improved Family relationships

7. Improved Family relationshi	<u>ha</u>				
LOW <u>8-10</u>	<ul> <li>No young carers</li> <li>Low levels of conflict within the household</li> <li>Children's behaviour is manageable</li> <li>Support network in place</li> </ul>				
MEDIUM <u>5-7</u>	<ul> <li>The family are spending time engaging with positive activities</li> <li>The family are using tools and strategies to help improve family relationships</li> <li>Element of support in place</li> <li>Young carer in the family but they are being supported</li> </ul>				
HIGH 1-4	<ul> <li>No support network in place</li> <li>Parental conflict occurring often or not resolved (NOT DV)</li> <li>Children have inappropriate caring responsibilities</li> <li>Adults do not recognise the impact of their behaviour on the children</li> </ul>				

#### 8. Safe from Domestic abuse

o. <u>Sale II Ulli Dulliestic abuse</u>					
LOW 8-10	<ul> <li>free from domestic abuse</li> <li>You are receiving support as a family for historical abuse</li> <li>You will contact Police should further incidents occur</li> </ul>				
<u>MEDIUM</u> <u>5-7</u>	<ul> <li>You accept that you need support</li> <li>You accept that your home should be a safe place</li> <li>You are accessing support</li> </ul>				
HIGH 1-4	<ul> <li>You and your children are continually experiencing domestic abuse and do not feel safe</li> <li>You have no safety plan in place</li> <li>You don't know how to seek help</li> <li>The Perpetrator doesn't understand the crime and doesn't understand the impact on the wider family</li> <li>The perpetrator is not engaging with support services</li> </ul>				

9. Crime prevention and tackli	<u>ng crime</u>
LOW <u>8-10</u>	<ul> <li>You and your children are not involved in crime or ASB</li> <li>You or your children are not interacting with those involved in crime</li> <li>You or your children are not at risk of interacting with those involved in crime</li> </ul>
<u>MEDIUM</u> <u>5-7</u>	<ul> <li>You and your children are engaging well with youth justice service/police/probation</li> <li>You are actively engaging with support services such as volunteering sector/police/support groups/family/friends</li> <li>Previous victim of cuckooing</li> </ul>
<u>НІСН</u> 1-4	<ul> <li>At risk in current accommodation or locality</li> <li>Your children are regularly missing from home due to truancy/knife crime/county lines/involved in gang culture/using drugs</li> <li>You have not been able to divert your children from the above activities and have not sought help</li> <li>Victim of crime/hate crime/modern slavery</li> <li>Adults in the household are engaging in ASB/crime/drugs</li> </ul>

#### 9. Crime prevention and tackling crime

### 10. Children safe from abuse and exploitation

LOW 8-10	<ul> <li>You always know where your children are</li> <li>Children are not at risk of harm</li> <li>You have strategies in place to support your children to help them understand the risks within the community</li> <li>There are restrictions in place with your children's internet activity</li> </ul>			
MEDIUM 5-7	<ul> <li>Working together with services to help reduce the risk of CSE/grooming/exploitation</li> <li>You and your children are accessing therapeutic or specialist support</li> <li>You have no limitations on internet activity</li> </ul>			
HIGH 1-4	<ul> <li>Your children are at significant risk of harm</li> <li>Your children are on a child protection or child in need plan</li> <li>Your children are identified as being at risk of sexual or criminal exploitation and or radicalisation</li> </ul>			

11. <u>Move on support</u>					
LOW 8-10	<ul> <li>You have furniture in place for your move</li> <li>You have a support network</li> <li>You have got the monies for rent in advance</li> <li>You can set up your utilities without difficulty</li> <li>Your current rent account is up to date</li> <li>Your temporary accommodation is in good condition</li> </ul>				
MEDIUM <u>5-7</u>	<ul> <li>You have essential furniture such as mattresses, but not all such as bed frames and white goods</li> <li>You need support to set up utilities</li> </ul>				
HIGH 1-4	<ul> <li>You have no furniture</li> <li>You have no funds for furniture</li> <li>You have furniture in storage but have no funds for a removal van</li> <li>You have debts with your storage company</li> <li>You have no support network</li> <li>You have no funds for crediting utility meters</li> <li>You need support to set up utilities</li> <li>Your current rent account has arrears</li> <li>Your current temporary accommodation is not in good condition</li> <li>You are liable to incur recharges for from damages to your temporary accommodation</li> </ul>				

### Overall scoring

Mostly low	Low risk	
Mostly medium or mix of low, medium	Medium risk	Assess cautiously. Score higher rather than lower and re-visit later as
If anything scores high	High risk	required

Section	Assessment	Section	Assessment
Secure Housing		Financial Stability	
Good education		Early years development	
Health		Substance abuse harm	
Family relationships		DVSA	
Crime prevention		Child abuse/ exploitation	
Move-On Support			

### Appendix 3: TEMPORARY ACCOMMODATION SUPPORT PLAN



<b>Temporary Accommodation Officer</b>	
Family	
Date of plan	

Category	What are we worried about? (Risks / Needs)	What will we do to reduce concerns and improve things? (Agreed actions)	Who will do this?	By when?	Update (Include date)	Outcome/completed actions
Rent/Housing Benefit (inc payment plans)						
Benefits (inc UC, child benefits, disability etc)						
Private rent						
Homelink						
Employability and education (right to work, seeking employment)						

Category	What are we worried about? (Risks / Needs)	What will we do to reduce concerns and improve things? (Agreed actions)	Who will do this?	By when?	<b>Update</b> (Include date)	Outcome/completed actions
Other support (health, correspondence etc)						

ı	[]			Г			
	ΤΑΟ	Sign	Date		Resident	Sign	Date
		Print				Print	